

LEGAL NOTICE

INVITATION TO BID  
B020-01

For: CDBG CONSTRUCTION OF INNER-CITY SIDEWALKS, CURBS, AND RAMPS

For: ENGINEERING DIVISION, DPW

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department. Bids will be accepted at the Purchasing Department - Room 210 City Hall, Meriden, Connecticut 06450-8022 until **11:00 AM** local time on **August 22, 2019** at which time they will be publicly opened and read.

The project will consist of construction of concrete sidewalks, curbs, and ramps on Springdale Avenue between Lewis Avenue and Ames Avenue using Community Development Block Grant (CDBG) funds from the Department of Housing. The project will construct approximately 9,560 SF of sidewalk, 5,100 SF of driveway apron, 1,550 LF of concrete curb, and 936 SF of handicap ramps.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of Ten Percent (10%) of the amount bid.

A 100% Performance Bond and Labor & Material Payment Bond will be required of the lowest responsible bidder.

Plans and specifications are available at no cost on the City's website: [www.meridenct.gov](http://www.meridenct.gov).

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Minority, women-owned and/or Section 3 businesses are encouraged to submit bids. Due to funding source, State of Connecticut Section 3 businesses will be given preference.

This project is funded by the federal Community Development Block Grant program. State of Connecticut prevailing wage rates, Davis/Bacon and related acts apply. Other requirements labeled 24 CFR Part 85 Administrative Requirements for Grants can be found at: [https://www.hud.gov/sites/documents/DOC\\_12490.PDF](https://www.hud.gov/sites/documents/DOC_12490.PDF).

The right is reserved to reject any or all bids, in whole or in part to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

No bidder may withdraw their bid within sixty (60) days of the date of the bid opening.

Adam B. Tulin  
Purchasing Officer  
City of Meriden, CT 06450-8022

Dated: August 8, 2019



PURCHASING DEPARTMENT  
ROOM 210 CITY HALL  
142 EAST MAIN STREET  
MERIDEN, CONNECTICUT 06450-8022

ADAM B. TULIN  
PURCHASING OFFICER

PHONE 203-630-4115  
FAX: 203-630-3852

SHALL BE SUBMITTED WITH BID  
NON-COLLUSIVE BID STATEMENT

BID FOR: B020-01 CDBG CONSTRUCTION OF INNER-CITY SIDEWALKS, CURBS, AND RAMPS

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition,

And;

- (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Please Print Name and Title of Person Authorized to Sign

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number  
& Extension

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
e-mail address

## GENERAL INSTRUCTIONS AND CONDITIONS

B020-01

For:

CDBG CONSTRUCTION OF INNER-CITY SIDEWALKS, CURBS, AND RAMPS

For:

ENGINEERING DIVISION, DPW

Sealed bids, subject to the general instructions, conditions and specifications as provided, will be received by the Purchasing Officer of the City of Meriden in Room 210, City Hall, Meriden, CT until:

**August 22, 2019 at 11:00 AM** prevailing local time, and thereafter immediately opened and read in public.

### 1. PROPOSALS:

Proposals are to be submitted on the attached proposal forms. They must be submitted in a sealed envelope with a surety in the amount stipulated in the Invitation to Bid. When a Certified Check is the surety required only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY  
OTHER THAN THOSE SPECIFIED.

The sealed envelope must have the Bidder's name and address in the upper left-hand corner and the words "BID DOCUMENT"

For: B020-01 CDBG CONSTRUCTION OF INNER-CITY SIDEWALKS, CURBS, AND RAMPS

To be opened on **August 22, 2019 at 11:00 AM** in the lower left hand corner.

Bids must be made out and signed in the corporate or other, name of Bidder, and must be fully and properly executed by an authorized person.

Bids received later than the time and date specified will not be considered.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

All spaces must be filled in with figures or words or your bid may be automatically rejected.

Bidders or their representatives may be present at the bid opening.

**CONTINUED ON THE NEXT PAGE**

2. PRICE:

Prices bid must include delivery without extra compensation.

3. TAXES:

The City of Meriden is exempt from the payment of all excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, such taxes should not be included in the bid price.

Exemption Certificates will be furnished, upon request, to the successful bidder.

4. AWARD:

The Purchasing Officer reserves the right to make an award on the bid which, by the Officer's judgment and recommendation from the

Director of Public Works

Following bid evaluations best meet the specifications and is deemed to be in the best interest of the City of Meriden.

The Purchasing Officer, upon the recommendation from the

Director of Public Works

Further reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if, in their judgment, the best interest of the City of Meriden will be so served.

5. DELIVERY OR LOCATION:

Location as specified in bid documents.

6. GUARANTEE OR OTHER:

As per specifications.

7. ADDITIONAL INFORMATION:

For additional information contact:

Meriden Purchasing Department, Meriden, CT 06450 at (203) 630-4116

All questions should be sent to: [meridenpurchasing@meridenct.gov](mailto:meridenpurchasing@meridenct.gov)

**Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website ([www.meridenct.gov](http://www.meridenct.gov)) for updates regarding this bid.**

8. COMPLIANCE:

Compliance with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Compliance with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

Compliance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

Compliance with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. (Applicable to all contracts exceeding \$10,000)

Compliance with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738. (All construction contracts exceeding \$100,000).

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans,

**END OF GENERAL INSTRUCTIONS AND CONDITIONS**

## STATEMENT OF BIDDER'S QUALIFICATIONS for B020-01

This Statement of Bidder's Qualifications is to be submitted by the Bidder at the time of the bid. All questions must be answered and the data given must be clear and comprehensive. The bidder may submit any additional information he/she desires. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is in part done upon the reliance of the answers provided herein by the Bidder or the agent of the Bidder.

1. Firm Name: \_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_
3. Type of ownership: Minority Owned \_\_\_\_\_ Yes \_\_\_\_\_ No
4. When organized: \_\_\_\_\_
5. If a corporation, where incorporated: \_\_\_\_\_
6. How many years have you been engaged in business under your present firm name: \_\_\_\_\_
7. Former firm name: \_\_\_\_\_
8. Personnel: Total \_\_\_\_\_ Total licensed or certified: \_\_\_\_\_
9. Will you have at least one crew dedicated for 40 hours per week for the duration of the project?  
Yes \_\_\_\_\_ Explain: \_\_\_\_\_  
No \_\_\_\_\_ Explain: \_\_\_\_\_
10. List Vehicles and Equipment which you will use to perform this work; (show age of vehicles and equipment, sizes, capacities, etc. (Attach additional sheet(s) if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Contracts on hand (schedule these, showing gross amount of each contract and the appropriate anticipated date of completion).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTINUED ON NEXT PAGE

STATEMENT OF BIDDER'S QUALIFICATIONS – B020-01: Page 2

11. General character of work performed by you: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Have you ever failed to complete, within the last ten years, any contract that was awarded to you? If so, where and why?

\_\_\_\_\_

\_\_\_\_\_

13. Have you ever failed to complete any contract awarded to you? If so, where and why? \_\_\_\_\_

\_\_\_\_\_

14. List the name and address of the more important contracts recently completed by you, stating the approximate gross cost for each, and the month and year completed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE SUBMIT THIS FORM WITH PROPOSAL**



## **SPECIAL INSTRUCTIONS TO BIDDERS FOR B020-01**

The purpose of this bid is to construct Inner-City concrete sidewalks, curbs and ramps on Springdale Avenue between Lewis Avenue and Ames Avenue. Pre-Cast Concrete Curbing is NOT acceptable for any section of this bid. The City of Meriden will only accept Poured-In-Place Concrete Curbing.

Locations are as follows:

### **SPRINGDALE AVENUE between Lewis Avenue and Ames Avenue**

Approximately 9,560 SF Concrete Sidewalks, 5,100 SF of Driveway Ramp, 936 SF of Handicap Ramp, 1,550 LF Cast-In-Place Concrete Curbing, 186 SY of bituminous driveway repairs, 9 Type "C" Catch Basin Tops, 1 Type "C-L" Catch Basin Top, 1 Catch Basin rebuild, 1 reset Sanitary Sewer Manhole.

Quantities listed are approximate and may be increased or decreased based on conditions and available funding. Contractor will only be paid for actual work completed.

All details included as a part of this bid package are "standard" details and are subject to change should field conditions and/or City Engineers deem it necessary.

### **TIME:**

**The work is scheduled to start approximately August 27, 2019 and end no later than October 18, 2019.** Inasmuch as the Contract concerns a needed public improvement, the provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, the Contractor shall begin work on the day specified, and shall prosecute the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. Liquidated damages shall be utilized as required.

### **LIQUIDATED DAMAGES:**

The Contractor guarantees that he can and will complete the work within the time specified or within the time as extended as provided elsewhere in the Contract Documents. Inasmuch as the damage and loss to the City of Meriden which will result from the failure of the Contractor to complete the work within the stipulated time will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the sum of **FIVE HUNDRED (\$500.00) Dollars each calendar day** (Sundays and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due to become due hereunder, the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the City.

**CONTINUED ON NEXT PAGE**

**WAGE RATES:**

State of Connecticut Prevailing Wage Rates and Federal Davis/Bacon prevailing wages are required due to the funding source. The Contractor shall submit weekly certified payroll forms in accordance with State of Connecticut and Federal rules and regulations, including 29 CFR Part 1, Part 3 and Part 5. For additional information, copy and paste the below link into your internet browser: <http://www.dol.gov/compliance/laws/comp-dbra.htm>. These forms shall be submitted to the Purchasing Department, 142 East Main Street, Meriden, CT 06450.

**LINE & GRADE FEE/PERMIT:**

Contractor is responsible for obtaining permits and providing proper line and grades and all other construction layout as required at his/her cost. Permits will be issued as determined by the Engineering Division. The City can provide line and grade at the request of the contractor for a stipulated fee.

**BID SURETY:**

All Bidders will be required to provide a Certified Check or Bid Bond in the amount of Ten Percent (10%) of the amount bid. Note: Photocopies of Bid Bonds are not acceptable.

**BONDING:**

The successful Contractor will be required to submit separate Performance Bonds and Labor & Material Payment Bonds of One Hundred Percent (100%) of each Contract Price.

**BIDDER'S QUALIFICATIONS/AWARD OF CONTRACT:**

Bidders will be required to fill out and include as a part of their bid the attached Bidder's Qualifications Statement. Each bidder must have sufficient personnel, vehicles and equipment to dedicate at least one sidewalk crew (Backhoe with operator, Dump Truck with operator, and Laborer) forty hours per week for the duration of the contract as deemed necessary by the City of Meriden. In determining the qualifications of a bidder, the City will consider whether or not sufficient resources are available to meet the above criteria with his current workload. In addition, the City will consider his record in performance of any contracts for construction work previously completed.

The City reserves the right to reject the bid of any bidder, if in the City's opinion, the bidder's record of past performance indicates he has not properly performed such Contracts, or has habitually and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers or employees. The City also reserves the right to reject the bid, if in the City's opinion, he is not able to dedicate a sidewalk crew forty hours a week for the duration of the contract for the purpose of completing this project in the time indicated.

**TRAFFIC:**

All roads must remain open at all times. To minimize the need for uniformed police officers, it is recommended that the Contractors take the following steps:

- Approximately two (2) days before starting work, post the street as an "Emergency No Parking Zone".
- Utilize the on-street parking area for digging and removal needs. For safety reasons, constant crossing of the street with machinery, to save time, will interfere with traffic and require a police officer.
- Cement trucks should also utilize the on-street parking area to pour cement, thus limiting the interference with traffic.

Contractual obligations in the City require that if a lane is closed, uniformed police officers will be necessary. The Contractor is responsible for scheduling uniformed Police Officers for traffic control. If the Contractor does not follow the above steps and incurs cost for the maintenance and protection of traffic, the City will not be responsible for these costs. If the above steps are followed, and the City deems that uniformed Police Officers are required, the City will pay the Police Department directly and this is listed as an allowance on the Proposal Pages for each section.

If the Contractor decides that they would **prefer** uniformed police officers **for their convenience**, the price is \$63.12 per hour for a uniformed officer, \$30.00 per hour for a police cruiser, and 10% administrative cost based on the total amount of the actual invoice and the City will **NOT** be responsible for these costs; the Contractor will be responsible. Cost is \$63.12 per hour for the first 4 hours of work performed. Any work 4 hours or more, will be charged a minimum of 8 hours per the Meriden Police Local #1016 contract.

Specific traffic protection requirements will be coordinated with the assigned Captain at the Police Department.

In an effort to minimize costs for this sidewalk project, the City has determined if the Contractor(s) fails to meet the completion dates stated in the bid, the cost for the uniformed Police Officers will be the responsibility of the Contractor(s). These costs will be deducted from the monies owed to the Contractor by the City.

NOTE: If there is an instance where the Contractor has already scheduled a Uniformed Police Officer(s) for a particular day, but the Contractor cancels, the Contractor must contact the Police Department Scheduling at (203) 630-6305 not less than **NINETY (90) MINUTES prior** to the start time requested to cancel the Uniformed Police Officer(s). If the cancellation does not occur within the required Ninety Minutes, the Contractor **will be responsible for the cost** of the uniformed Police Officer(s). The cost for failure to cancel within the Ninety Minutes is a minimum of 4 hours at a rate of \$63.12/hour x 4 hours = **\$277.73**.

Any mention of Traffic Protection in the Technical Specifications excludes the cost for uniformed Police Officers.

**CONTINUED ON NEXT PAGE**

**PROGRESS PAYMENTS/RETAINAGE:**

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1) Take that portion of; the Contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the work in the schedule of values, less retainage of five percent (5 percent). Pending final determination of cost to the owner of changes in the Work, amounts not in dispute may be included as provided in appropriate sections of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;
- 2) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at a location agreed upon in writing) less retainage of five percent (5 percent);
- 3) Subtract the aggregate of previous payments made by the Owner: and Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for payment.

**GENERAL REQUIREMENTS:**

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants for construction or repair)

Compliance with the Davis-Bacon and related acts 29 CFR Part 1, Part 3 and Part 5. Federal Prevailing Wage Rates are attached.

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

No contract shall be awarded to any party listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension".

**CONTINUED ON NEXT PAGE**

**GENERAL REQUIREMENTS: Continued -**

Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**SIGNAGE:**

Due to federal requirements, a sign is required to be posted at the project site that this project is funded by CDBG. Attachment "E" is a letter regarding signage, as well as sample sign and specific requirements of the sign.

**RESTORATION:**

Restoration is required per the attached Technical Specifications.

**END OF SPECIAL INSTRUCTIONS**

## **City of Meriden Section 3 Plan**

### **BACKGROUND**

Section 3 is a provision of the Housing and Urban Development Act of 1968, and is intended to ensure that when employment or contracting opportunities are generated because of a project or activity covered by U.S. Department of Housing and Urban Development (HUD) funds, the employment of additional persons warrants preference to low- and very low-income persons or business concerns residing in the community where the project is located. All contractors, or subcontractors, receiving HUD-covered funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation or other public construction are required to comply with Section 3 requirements.

### **SECTION 3 BUSINESSES**

If any Contractor is a Certified Section 3 business, they must submit a copy of the completed certification form with their bid. The Section 3 brochure and the Business Certification Form can be found on the City of Meriden's web page:

[http://www.cityofmeriden.org/Content/Community\\_Development/](http://www.cityofmeriden.org/Content/Community_Development/)

A Section 3 business is defined as a business concern that meets a minimum of one (1) of the following criteria:

- a. 51% or more of the ownership of the company is owned by Section 3 residents;
- b. At least 30% of the current employees of the company are Section 3 residents;
- c. At least 30% of the current employees of the company were Section 3 residents within three (3) years of the date of first employment with the company; and/or
- d. The company commits, in writing, to subcontract at least 25% of the total value of the HUD-covered contract to companies meeting the criteria defined above, and provides the necessary evidence to substantiate this.

A "Section 3 Resident" is a person who is a public housing resident, or a low-/very low-income person residing in the community in which the HUD-covered assistance is being provided.

### **PRIORITY RANKING**

The Priority Ranking Schedule for Section 3 Businesses is as follows:

1. First priority will be given to Section 3 Businesses that provide employment opportunities for Section 3 residents in Meriden, New Haven and Hartford counties. (Form is attached to bid.)
2. Second priority will be given to businesses carrying out HUD Youthbuild Programs. For more information on HUD Youthbuild Programs, visit the website: <https://www.youthbuild.org/>
3. Other Section 3 Businesses in the State of Connecticut.

An award shall be made to the qualified Section 3 Business with the highest priority ranking (see Priority Ranking Schedule above) and with the lowest responsible bid if that bid:

- a) is within the project cost estimate
- b) is not more than "X" percent higher than the total bid price of the lowest responsive bid from any responsible bidder.

"X" is determined as follows:

When the lowest responsive bid is less than \$100,000.	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1,000,000	5% of that bid, or \$40,000.

If no responsive bid by a Section 3 Business meets the requirement of (l) above, the contract(s) shall be awarded to a responsible bidder with the lowest responsive bid.

### **SECTION 3 TRAINING/EMPLOYMENT GOALS**

**Developer (Municipality) Name:** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

	<b>Total Employees Required</b>	<b>Positions Currently Filled</b>	<b>Section 3 Goal</b>	<b>Developer Vacancy</b>	<b>Contractor Vacancy</b>
<b>Skilled</b>					
<b>Semi-skilled</b>					
<b>Skilled Trainees</b>					
<b>Unskilled trainees</b>					
<b>Semi-skilled Trainees</b>					
<b>Professional/ Administrative</b>					
<b>Clerical</b>					
<b>Apprentices</b>					
<b>Other</b>					

## **GENERAL STATEMENT - CONTRACTOR**

\_\_\_\_\_ is committed to complying with Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135], the Section 3 regulations, and the City of Meriden's Section 3 Plan. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 residents. We commit to include the Section 3 clause, found at the end of the Section 3 Plan, in the construction contract, as well as all subcontracts.

### **Employment and Training**

To demonstrate compliance with Section 3 regulations, it is desirous to employ Section 3 residents as 30% of the aggregate number of new hires, and to provide training to those new hires. We agree to provide information regarding existing employees and hiring needs as a part of this plan. Any goal established in this plan must be met. If we fail to do so, we agree to provide an explanation and documentation as to why the goal was not met.

### **Outreach**

We are committed to conducting an aggressive outreach campaign to make Section 3 Businesses and Section 3 Residents aware of contracting and hiring opportunities in connection with this Section 3 Covered Project.

### **Project Neighborhood Area**

The project neighborhood area is: \_\_\_\_\_

### **Section 3 Coordinator**

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

This person will serve as the main point of contact for all Section 3 related issues on behalf of the owner, general contractor, and/or the subcontractor.

### **Reporting**

We agree to immediately report any changes in this plan, including but not limited to, changes in the dollar amount of contracts awarded and staffing needs of the subcontractors. We agree to submit a final report to the City of Meriden on HUD Form 60002 at completion of construction of the Section 3 Covered Project.

### **Attachments**

The following attachments are incorporated into and made a part of this Section 3 Plan:

- ☐ Section 3 Clause that will be included in all contracts
- ☐ Outreach to Solicit Bids from Section 3 Businesses
- ☐ Permanent Employee Listing for the Owner/Developer
- ☐ Permanent Employee Listing for the General Contractor
- ☐ Workforce Needed for Section 3 Covered Project for the Owner/Developer



☐ Workforce Needed for Section 3 Covered Project for the General Contractor

We agree to provide to the City of Meriden the following documentation as soon as the information is available to us:

- ☐ Outreach to Solicit Bids from Section 3 Businesses (updated)
- ☐ New Hires for the Owner/Developer
- ☐ New Hires for the General Contractor
- ☐ Section 3 New Hires Trained for the Owner/Developer
- ☐ Section 3 New Hires Trained for the General Contractor
- ☒ HUD 60002 Final Report

**Submitted to City of Meriden Purchasing Office**

Date: \_\_\_\_\_

**OWNER/DEVELOPER/MUNICIPALITY:**

\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print/type name and title)

Date: \_\_\_\_\_

**GENERAL CONTRACTOR:**

\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print/type name and title)

Date: \_\_\_\_\_

### **SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "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. 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 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 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 filled (1) after the contractor is selected by 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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## SECTION 3 BUSINESSES

Page 1 of 2

If any Contractor is a Certified Section 3 business, you must submit a copy of the completed certification form with your bid. The Section 3 brochure and the Business Certification Form can be found on the City of Meriden's web page: [http://www.meridenct.gov/Content/Community\\_Development/](http://www.meridenct.gov/Content/Community_Development/)

Due to funding source a State of Connecticut Section 3 business will be given a bid preference.

The Priority Ranking Schedule for Section 3 Businesses is as follows:

- 1) First priority will be given to Section 3 Businesses that provide employment opportunities for Section 3 residents in Meriden, New Haven and Hartford counties. (Form is attached to bid.)
- 2) Second priority will be given to businesses carrying out HUD Youth-Build Programs. For more information on HUD Youth-Build Programs, visit the website: <https://www.youthbuild.org/>
- 3) Other Section 3 Businesses in the State of Connecticut.

(I) Award shall be made to the qualified Section 3 Business with the highest priority ranking (see Priority Ranking Schedule above) and with the lowest responsible bidder if that bid:

- a) Is within the project cost estimate
- b) Is not more than "X" percent higher than the total bid price of the lowest responsive bid from any responsible bidder.

"X" is determined as follows:

When the lowest responsive bid is less than \$100,000.	10% of that bid or \$9,000.
When the lowest responsive bid is: At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1,000,000	5% of that bid, or \$40,000.

(II) If no responsive bid by a Section 3 Business meets the requirement of (I) above, the contract(s) shall be awarded to a responsible bidder with the lowest responsive bid.

CONTINUED ON THE NEXT PAGE

**Section 3 Training/Employment Goals**

Developer's (Municipality's) Name: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

	<b>Total Employees Required</b>	<b>Number Filled</b>	<b>Section 3 Goal</b>	<b>Developer's Vacancy (X)</b>	<b>Contractor's Vacancy (X)</b>
<b>Skilled</b>					
<b>Semi-Skilled</b>					
<b>Skilled Trainees</b>					
<b>Unskilled Trainees</b>					
<b>Semi-Skilled Trainees</b>					
<b>Professional &amp; Admin.</b>					
<b>Clerical</b>					
<b>Apprentices</b>					
<b>Other</b>					

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
(Name of Principal)

As Principal, and \_\_\_\_\_,  
(Name of Surety)

Unto the CITY OF MERIDEN, CONNECTICUT 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 made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the said Principal has submitted the Accompanying bid  
dated \_\_\_\_\_, 20\_\_\_\_

For \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the Period specified therein after the opening of the sa  
or if no period be specified, within thirty (30) days after the said opening and shall within the period specified therefore, or i  
period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a wri  
Contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties  
may be required for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of  
Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if  
Principal shall pay the Owner the difference between the amount specified in said Bid and the Amount for which the Owner  
procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be v  
and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Address) (Affix Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address) (Affix Seal)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

**FORM OF SURETY GUARANTY B020-01**  
**(Shall accompany proposal)**

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

(Name of Surety Company)

A corporation organized and existing under the laws of the State of \_\_\_\_\_  
And licensed to do business in the State of \_\_\_\_\_ certifies and agrees, that  
If Contract \_\_\_\_\_ is awarded to  
\_\_\_\_\_

(Name of Bidder)

Corporation will execute the 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 thence with.

\_\_\_\_\_  
(Surety)

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

The form is required regardless if the surety provided with the bid is a Bid Bond or a Certified Check (when applicable).

Should a bid be offered with a check as surety without said official form such bid shall be rejected.

## **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

The Contractor shall, within 7 days from the date of the Notice of Award, furnish the City of Meriden with a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within 5 days after notice from the City of Meriden to do so, substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

The Performance and Payment Bonds should be written by the insurance carrier affording the Comprehensive General Liability Coverage.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized office, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Meriden (and others as appropriate) as ADDITIONAL INSURED. If said documents are not received by the City of Meriden within 7 days from the date of Notice of Award, the City of Meriden reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

**Attached are the forms listed above.**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

Of \_\_\_\_\_, State of \_\_\_\_\_  
Hereinafter called the "Surety", are held firmly bound unto the CITY OF MERIDEN of Meriden, CT 06450,  
hereinafter called the "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, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ Day  
of \_\_\_\_\_ 2019, 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 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 it 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 the work to be performed  
thereunder of the specifications accompanying the same shall in any wise 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 work of 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.



**PERFORMANCE BOND: Page 2**

IN WITNESS WHEREOF, this instrument is executed in at least three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of 2019.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary (seal

by: \_\_\_\_\_

\_\_\_\_\_  
Address Zip Code

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address-Zip Code

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Surety Secretary  
SEAL

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Address-Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

**MATERIAL AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS; That we \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
Corporation, Partnership or Individual

Hereinafter called the "Surety", are held firmly bound unto the CITY OF MERIDEN of Meriden, CT 06450,  
hereinafter called the "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, our heirs, executors, administrators and successors,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Owner, dated the  
\_\_\_\_\_ day of 2019, a copy of which is hereto attached and made a part hereof for the  
construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor, or otherwise, 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 the work to be performed thereunder of the specifications accompanying the same shall in any wise 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 work of 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.

**MATERIAL AND PAYMENT BOND: Page 2**

IN WITNESS WHEREOF, this instrument is executed in at least three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary (seal)

by: \_\_\_\_\_

\_\_\_\_\_  
Address Zip Code

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address-Zip Code

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Surety Secretary  
SEAL

by: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Address-Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

## SCOPE OF SERVICES PAGE FOR CITY SERVICES B020-01

Unit prices as per bid documents and signed agreement. Quantities are estimated, and will be field verified at the completion of the job by the City of Meriden, Engineering Division. All extra work and associated costs must be clearly identified below. NOTE: Any additional work due to unforeseen field conditions must be agreed to, in writing, before the work is commenced and will be attached hereto.

JOB LOCATION: \_\_\_\_\_

QUANTITIES: \_\_\_\_\_


EXTRA WORK: \_\_\_\_\_


DESCRIPTION: \_\_\_\_\_


PRICE: \_\_\_\_\_



SCHEDULE: CONSTRUCTION START DATE: \_\_\_\_\_

CONSTRUCTION COMPLETION DATE: \_\_\_\_\_

\*\*\*PLEASE NOTE\*\*\* this page is for example only; **DO NOT FILL OUT NOW**. You will be required to complete this form prior to beginning any job for the City of Meriden.

**B020-01 CBDG SIDEWALKS**

For: Inner City Sidewalks, Curbs, and Ramps

For: ENGINEERING DIVISION, DPW

23  
**Date of Opening: August 20, 2019**  
**11:00 AM, Prevailing Local Time**

To: Adam B. Tulin  
 Purchasing Officer  
 142 East Main Street, Room 210  
 Meriden, CT 06450-8022

The undersigned, \_\_\_\_\_ doing business in the City/Town

Of \_\_\_\_\_ in the State of \_\_\_\_\_, submits herewith, in conformity with  
 The general instructions, conditions and specifications for the following:

**B020-01 CBDG SIDEWALKS**

ITEM	Approx. Qty & Unit Measure	Item Description With Unit of Measure,  Written In Words:	Unit Price Dollars & Cents	Extended Total Dollars & Cents
1	9,560 S.F.	Concrete Sidewalk Price per Square Foot: _____ _____	\$ _____	\$ _____
2	5,100 S.F.	Concrete Driveway Ramps Price per Square Ft: _____ _____	\$ _____	\$ _____
3	936 S.F.	Concrete Handicap Ramps Price per Square Ft: _____ _____	\$ _____	\$ _____
4	1,550 L.F.	Cast in Place Concrete Curbing Price per Linear Ft: _____ _____	\$ _____	\$ _____
5	186 S.Y.	Bituminous Concrete Driveway Repair Price per Square Yard: _____ _____	\$ _____	\$ _____
6	9 Ea.	Replace Type "C" Catch Basin Top Price per Each: _____ _____	\$ _____	\$ _____
7	1 Ea.	Replace Type "C-L" Catch Basin Top Price per Each: _____ _____	\$ _____	\$ _____
8	1 Ea.	Rebuild Catch Basin Price per Each: _____ _____	\$ _____	\$ _____
		<b>Continued on the Next Page</b>		

9	1 Ea.	Reset Sanitary Sewer Manhole_Price per Each: _____	\$ _____	\$ _____
10	Allowance	Furnish and Install required sign at the site: Allowance of: Four Hundred Dollars and zero cents. (\$400.00)	<u>\$400.00</u>	<u>\$400.00</u>
11	Allowance	Uniformed Police Officer Allowance of Forty Thousand Dollars and zero cents. (\$40,000.00)	<u>\$40,000.00</u>	<u>\$40,000.00</u>
_____	<b>EXTENDED TOTAL</b>	<b>Extended Total:</b> _____ _____	Total is for Reference Only	Total of Items #1 through #11
12	N/A	For Uniformed Traffic Men; Price Per Hour: _____	_____	\$ _____/HR

Receipt of Addenda is acknowledged:

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

By: \_\_\_\_\_  
(Please print or type) Title

Is your Company Minority-Owned? Yes - If yes, what type: \_\_\_\_\_ No: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected. Attached your Certified Check or Bid Bond, the Non-Collusive Bid Statement and the Bidder's Qualifications.

**AGREEMENT FOR B020-01 CDBG CONSTRUCTION OF INNER-CITY  
SIDEWALKS, CURBS, AND RAMPS  
FOR THE ENGINEERING DIVISION, DPW**

This AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Meriden, hereinafter called the "CITY" and \_\_\_\_\_ hereinafter called the "CONTRACTOR".

WHEREAS, the City is desirous of engaging a Contractor for CDBG Construction of Inner-City Sidewalks, Curbs, and Ramps, and;

WHEREAS, the Contractor is in the business of providing such services;

NOW THEREFORE, the parties mutually agree as follows:

- 1) AGREEMENT OF THE PARTIES: The City hereby contracts for, and the Contractor hereby agrees to provide all labor and materials for such construction service under the direction of the City Engineer, or his designated representative, at the locations specified by the City, as requested.
- 2) SCOPE OF SERVICES: The Contractor shall perform all those duties and responsibilities as listed in the attached specifications.
- 3) In the event of any dispute concerning these services, the City's judgment shall be final.
- 4) The agreement shall begin upon contract signing and end by \_\_\_\_\_ unless extended or terminated.
- 5) A. The City shall pay the Contractor:

(As per Proposal Pages.)

6) AUDITS: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.

7) It is understood that under this Agreement, the services of the Contractor shall be as an independent Contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.

8) The Contractor shall assume full responsibility for conforming to all requirements for proper construction of Inner City Sidewalks, Curbs, and Ramps, and save the City and its Agents harmless from any and all claims that could arise in such construction operations.

9) INSURANCE: The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement with the types and limits stated in the Insurance Requirements section.

**CONTINUED ON NEXT PAGE**

AGREEMENT FOR B020-01 CDBG CONSTRUCTION OF INNER-CITY SIDEWALKS, CURBS, AND  
RAMPS FOR THE ENGINEERING DIVISION, DPW: Page 2

- 10) TERMINATION FOR CAUSE: If the Contractor fails to complete designated work in the manner described or fails to meet contract deadline, the Owner reserves the right to terminate this agreement.
- 11) TERMINATION FOR MUTUAL CONVENIENCE: The Owner or the Contractor shall have the right without cause to terminate within thirty (30) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said thirty (30) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.
- 12) ASSIGNMENT OF CONTRACT: No contract may be assigned without the written consent of the Purchasing Officer or her designee.
- 13) The BIDDING DOCUMENTS are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

\_\_\_\_\_ Date: \_\_\_\_\_

Duly Authorized

CITY OF MERIDEN:

\_\_\_\_\_ Date: \_\_\_\_\_

Timothy Coon  
Duly Authorized



## **INSTRUCTIONS TO BIDDERS AND STANDARD TERMS AND CONDITIONS B020-01**

### **1. Receipt and Opening of Bids:**

a. The City of Meriden, Connecticut, (herein called the "City"), invites bids on the forms attached hereto, all blanks of which shall be appropriately filled in. Separate sealed proposals will be received by the Purchasing Officer, or authorized Representative, in Room 210, City Hall, Meriden, Connecticut, 06450-8022 until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud.

b. All Proposals shall be submitted in sealed opaque (non-see through) envelopes clearly labeled with the Bidder's name, address, and the name of the Project for which the bid is submitted. The words "BID DOCUMENT" must appear on the envelope and the time and the date to be opened. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a Bid not properly addressed and identified.

### **2. Preparation of the Bid:**

Each bid shall be submitted on the proposal form included. Proposals shall be signed by the Proposer and all blank spaces for bid prices, manufacturer, model number, delivery, etc., shall be filled in ink or typewritten, both in words and figures. No change shall be made in the phraseology of the proposal or in the items and requirements of the specifications, all addendum (addenda) thereof.

### **3. Bid Surety:**

a. Each bid shall be accompanied by the surety, in the form and sum stipulated in the Invitation to Bid. When a CERTIFIED CHECK is the surety, only a Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check will be accepted. The bid will automatically be rejected for anyone submitting a surety other than those specified. Failure to provide surety shall result in the rejection of your Bid.

b. Surety will be returned to all, except the successful bidder(s). Promptly after the successful bidder(s) delivers the item(s), their surety will be returned.

c. Should the City not issue a Notice of Award within the number of calendar days stipulated in the Invitation to Bid, after the date of the actual opening of bids, the City, upon the request of the bidder(s) shall return the surety.

4. The successful bidder may substitute a new Certified Check, a Performance Bond or Supply Bond in an amount equal to Five Percent (5%) or more if stipulated in the Bidding Documents of the total dollar amount to the actual bid awarded. This may be especially beneficial if your original surety covered more items or services than you are awarded.

### **5. Liquidated Damages:**

The successful bidder, upon his/her failure or refusal to deliver the item(s) or perform the service(s) within the time requested, or offered, shall forfeit to the City, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with his/her bid. Such forfeiture shall not be considered a penalty, but liquidated damages to compensate the City for the loss or deprivation of such necessary item(s) or service(s).

**6. Qualifications of Bidder:**

Bidders shall be regular dealers in the item(s) or service(s) specified and shall also operate full service repair facility. Servicing rates shall not exceed published rates, for example – charges for servicing vehicles shall not exceed those established by the State of Connecticut Repair Manual. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, provide the item(s) or service(s). The bidder shall furnish to the City all such information and data for the purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligation of the bid and to complete the work contemplated therein. Conditional bids may not be accepted.

Bidders claiming status under Local Preference are hereby required to submit with their bid an additional form, and attach it to the proposal pages, titled “Request for Status as a Meriden Based Business.”

**7. Addenda and Interpretations:**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Officer, City Hall - 142 East Main St - Room 210 Meriden CT 06450 or e-mailed to: meridenpurchasing@meridenct.gov or faxed to (203) 630-3852.

**Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder’s responsibility to periodically check the City website ([www.meridenct.gov](http://www.meridenct.gov)) for updates regarding this bid.**

No request shall be honored if less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written Addenda to the specifications which, if issued, will be e-mailed, or faxed or sent via USPS Certified Mail to all prospective bidders at their respective e-mail addresses, faxes or mailing addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such Addenda or interpretation shall not relieve any bidder from any obligations under this bid as submitted.

**8. Subcontractors:**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontractor award cannot be given by the City unless and until the successful bidder submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the bidder is not required to attach such information and evidence to the bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

**9. Withdrawal of Bids:**

Bids may be withdrawn personally or on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of a facsimile request, is placed in the mail and postmarked prior to the time set for the bid opening. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

10. Method of Award – Lowest Qualified Bidder:

a. The Purchasing Officer reserves the right to make an award on the Bid which, by the Officer's judgment and recommendation from the User Department following Bid evaluations, best meets the Specifications and is deemed to be in the best interest of the City of Meriden.

**MERIDEN BASED BUSINESS DOES NOT APPLY**

b. City of Meriden – Local Preference:

~~Bidders are specifically advised that the City of Meriden has adopted Code 3-13A, which requires, but is not limited to, a local preference requiring, in part, that a "City Based Business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City Based Business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid (forms are included in the bidding documents) by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long-term lease of real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.~~

~~1) Any City Based Business bidder who has submitted a bid not more than ten (10) percent higher than the low bid.~~

~~Such City Based Business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.~~

~~If more than one City Based Business bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be the one which has submitted the lowest bid.~~

~~This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.~~

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

The Lowest Responsible Bidder:

- a) A Contract will not be awarded to any corporation, firm or individual who is in arrears to the City of Meriden, Connecticut by debt, contract, firm or who is in default as security or otherwise by any obligation to the City of Meriden, Connecticut.
- b) In the event that there is a discrepancy between price written in words and the price in figures, the price written in words shall govern.
- c) The City reserves the right to increase or decrease the quantity of each item bid upon at the same bid price stated in the proposal form.
- d) The delivery date may be a factor considered in awarding a bid and may result in an award to a vendor other than the lowest bidder.
- e) Section Business Preference – see Section 3 Businesses Section (if applicable).

- f) The City reserves the right to correct any award erroneously made as a result of a clerical error.
- g) The right is reserved to reject any or all bids, in whole or in part, to award any items, group of items, or total Bid, and to waive informality or technical defects, if it is deemed in the best interest of the City of Meriden.

11. Corrections:

Erasures of other changes in the bid must be explained or noted over the signature of the bidder.

12. Obligation of Bidder:

a. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Specifications and other Bid Documents (including any addendum or addenda). The failure or omission of any bidder to receive or examine any form, instrument or document which has been sent to the address given by such bidder, or the failure of the bidder to familiarize themselves with the conditions relative to the specifications, shall in no way relieve any obligation in respect to the bid.

b. The bidder is responsible for submitting a bid that will conform to all existing Federal, State of Connecticut, and City of Meriden Statutes, Ordinances, and Regulations. Attention is called specifically to the State requirement relative to the licensing of corporations and Registrations of partnerships and fictitious names.

c. Where it is the intent of the specifications to describe a vehicle or a piece of equipment, the vehicle or equipment shall meet all State and Federal health, safety and environmental standards, as applicable. All parts and attachments not specifically described, but necessary to complete the equipment, shall be furnished conforming to the highest standards of quality workmanship provided by accepted engineering practices as indicated in the specifications, and shall comply with any applicable requirements of the Occupational Safety and Health Act (OSHA).

13. “Or Equal”

Whenever a material, article or piece of equipment is identified in the Bidding Documents by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately 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 Purchasing Officer, and recommendation from the user agency or department, to be of equal substance and function.

14. Patents:

The Bidder shall hold and save the City and its’ officers, agents, servants, and employees harmless from liability of any nature or kind, including the cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Bid, including its use by the City unless otherwise specifically stipulated in the Bidding Documents.

15. Payment:

- a. The City, unless stated otherwise in the Bidding Documents, will make payment to the vendor not less than thirty (30) days following delivery of the item(s) or service(s).
- b. Cash discounts offered shall be for at least a period of thirty (30) days, from date of delivery to be considered, otherwise, bids should be net.
- c. The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, under Connecticut General Statute 12-412, such taxes shall not be included in the bid price.

16. Delivery Date:

All of the item(s) or service(s) shall be delivered to the location as indicated in the general instructions, in the number of calendar days from the date of the City's Notice of Award as specified by the bidder on the Proposal Forms. (Reference Article Five).

17. A Contract shall not be awarded to any corporation, firm, or individual who is in arrears to the City by debt or Contract, or who is in default as surety or otherwise by any obligation to the City.

18. Termination:

As per Agreement(s) and the City's rights as set forth herein, shall be in addition to the City's other rights in case of Bidder default, whether set forth in the Agreement(s) or not.

19. Default beyond Control:

The Bidder shall not be liable for damages or for default due to causes beyond his/her control and without his/her fault or negligence, provided the Bidder exercises due diligence in promptly notifying the City of conditions which will result in delay, and provided further, if the Bidder's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the default of both the Bidder and subcontractor or supplier, and without the fault or negligence of either of them, and the supplies or service(s) to be furnished by the subcontractor were not obtainable from other sources.

20. Quality:

All materials, equipment, and supplies shall be subject to rigid inspection. If defective material, equipment or supplies are discovered, the Bidder shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City of Meriden will in no way lessen the responsibility of the Bidder, or release him/her from his/her obligation to perform and deliver to the City, sound and satisfactory materials, equipment or supplies, or allow the cost to be deducted from any monies due him/her from the City of Meriden.

21. Non-Collusive Bid Statement:

All Bidders shall be required to provide a signed Non-Collusive Statement with this bid on the form provided as follows:

- a. The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or completion, and
- b. The Contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder of its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the Bid.

22. Insurance:

The successful firm shall be required to provide a Certificate of Insurance indicating general liability, automobile liability, workers compensation liability and other coverages established by the City's Risk Manager.

23. Ethics:

The City of Meriden Code of Ethics, Sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this Bid as if those terms were set forth in such contract or agreement.

Bidders are also advised that the Code of Ethics contains provisions with respect to paid contractors and former employees and officials. Copies of the Code of Ethics may be obtained from the City Clerk's Office.

BIDDERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS, ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

24. Awards in Case of a Tie:

In the event there are two or more responsible bidders, the decision will be based by the following, and in the following order:

1. The incumbent will be awarded the bid over that of another bidder.
2. In the case of a multi-item bid, if one bidder has been awarded other items from the same Bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
3. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
4. By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

25. Permits:

The Contractor shall be responsible for obtaining all necessary permits required by the City of Meriden prior to commencement of work. Contact the Building Department at (203) 630-4091 for the required permits.

26. Assignment of Contract:

No contract may be assigned or transferred without the written consent of the Purchasing Officer or his designee.

27. City Hall Closing:

If Meriden City Hall is closed for inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

## INSURANCE REQUIREMENTS

B020-01

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" "VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Follow Form		

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.



**ATTACHMENT "A"**  
**B020-01**

Executive Order 11246

Part I -- Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966 - 1970 Comp., p. 803]

Part II -- Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart a -- duties of the Secretary of Labor

Sec. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart b -- Contractors' Agreements

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

``(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

``(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964 - 1965 Comp., p. 339, unless otherwise noted.

**ATTACHMENT "B"**  
**B020-01**

**Copeland "Anti-kickback" Act**

**TITLE 18, U.S.C.**

**Sec. 874. Kickbacks from public works employees**

"Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both."

[18 U.S.C. 874 (June 25, 1948, ch. 645, Sec. 1, 62 Stat. 740, eff. Sept. 1, 1948) replaces the former sec. 1 of the Copeland Act of June 13, 1934 (48 Stat. 948), which was codified as 40 U.S.C. 276b prior to its repeal by 62 Stat. 862, eff. Sept. 1, 1948.]

**TITLE 40, U.S.C. (as amended)**

**Sec. 276c, Regulations governing contractors and subcontractors**

"The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements."

[40 U.S.C. 276c, as amended (48 Stat. 948 as amended by 62 Stat. 862, 63 Stat. 108, and 72 Stat. 967) constitutes the Copeland Act in its present form, which is a revision of section 2 of the original Act of June 13, 1934, section 1 of the original Act was repealed coincidentally with its replacement by 18 U.S.C. 874, set out above.]

*Reorganization Plan No. 14 of 1950* (15 F.R. 3176, 64 Stat. 1267, 5 U.S.C. 133z note):

"In order to assure coordination of administration and consistency of enforcement of the labor standards provision of each of the [foregoing and other enumerated] Acts by the Federal agencies responsible for the administration thereof, the Secretary of Labor shall prescribe appropriate standards, regulations, and procedures, which shall be observed by these agencies, and cause to be made by the Department of Labor such investigations, with respect to compliance with and enforcement of such labor standards, as he deems desirable, ..."

**B020-01**

**ATTACHMENT "C"**

**STATE OF CONNECTICUT PREVAILING WAGE RATES**

Project: B020-01 CDBG Sidewalks

**Minimum Rates and Classifications  
for Heavy/Highway Construction**

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

ID#: H 26425

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

Project Number: B020-01

Project Town: Meriden

FAP Number:

State Number:

Project: B020-01 CDBG Sidewalks

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	34.72	32.15
2) Carpenters, Piledrivermen	33.53	25.66
2a) Diver Tenders	33.53	25.66

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3) Divers	41.99	25.66
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03a) Millwrights	34.04	26.09
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	51.00	21.80
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4a) Painters: Brush and Roller	34.62	21.80
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4b) Painters: Spray Only	36.62	21.80
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4c) Painters: Steel Only	35.62	21.80
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4d) Painters: Blast and Spray	37.62	21.80
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4e) Painters: Tanks, Tower and Swing	36.62	21.80
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5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.50	28.61+3% of gross wage
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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	43.62	32.06
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----LABORERS-----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.75	20.84
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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.00	20.84
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10) Group 3: Pipelayers	31.25	20.84
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.25	20.84
12) Group 5: Toxic waste removal (non-mechanical systems)	32.75	20.84
13) Group 6: Blasters	32.50	20.84
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.75	20.84
Group 8: Traffic control signalmen	18.00	20.84
Group 9: Hydraulic Drills	29.30	18.90

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

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.98	20.84 + a
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13b) Brakemen, Trackmen	32.01	20.84 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	32.01	20.84 + a
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15) Form Erectors	32.34	20.84 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL  
IN FREE AIR:----

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16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.01	20.84 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.90	20.84 + a
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18) Miners	32.98	20.84 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:

18a) Blaster	39.47	20.84 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.27	20.84 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.29	20.84 + a
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21) Mucking Machine Operator	40.06	20.84 + a
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----TRUCK DRIVERS----(\*see note below)

Two axle trucks	29.51	24.52 + a
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Three axle trucks; two axle ready mix	29.62	24.52 + a
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Three axle ready mix	29.67	24.52 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.72	24.52 + a
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Four axle ready-mix	29.77	24.52 + a
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Heavy duty trailer (40 tons and over)	29.98	24.52 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.77	24.52 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	39.88	24.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	39.48	24.80 + a

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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	38.87	24.80 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	38.87	24.80 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
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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).	38.20	24.80 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	37.79	24.80 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	37.34	24.80 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	35.24	24.80 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	35.24	24.80 + a
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Group 12: Wellpoint Operator.	35.18	24.80 + a
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Group 13: Compressor Battery Operator.	34.58	24.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	33.41	24.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	32.99	24.80 + a
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Group 16: Maintenance Engineer/Oiler	32.32	24.80 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	36.76	24.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper;  
(minimum for any job requiring CDL license).

34.26

24.80 + a

**\*\*NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Technician

48.19

6.5% + 22.00

21) Heavy Equipment Operator

42.26

6.5% + 19.88

22) Equipment Operator, Tractor Trailer Driver, Material Men

40.96

6.5% + 19.21

23) Driver Groundmen

26.50

6.5% + 9.00

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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 5 and 7\*\*

*As of:*

Tuesday, August 06, 2019



Project: B020-01 CDBG Sidewalks

*Welders: Rate for craft to which welding is incidental.*

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

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

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

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

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**As of:** Tuesday, August 06, 2019

Project: B020-01 CDBG Sidewalks

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

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

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

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

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

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

*As of:*

Tuesday, August 06, 2019



**THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

**PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

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

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

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

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

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

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

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

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

## STATUTE 31-55a

### - SPECIAL NOTICE -

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

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

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

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

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

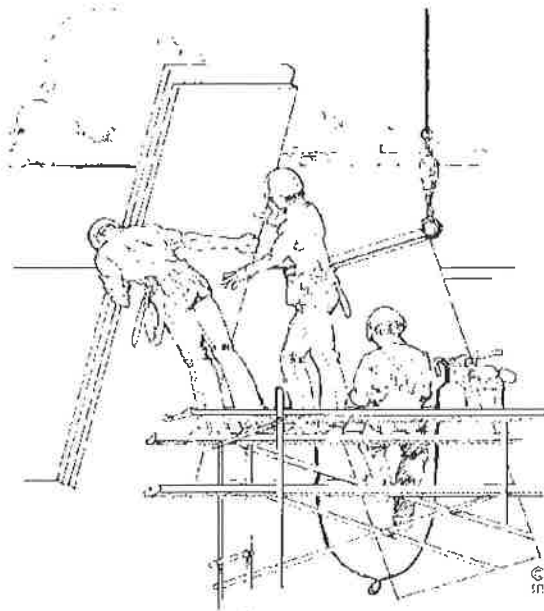
## ~NOTICE~

### TO ALL CONTRACTING AGENCIES

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

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

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



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

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

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

\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

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

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Date Issued: \_\_\_\_\_



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

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

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:

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

Rate Schedule Issued (Date): \_\_\_\_\_

## **Informational Bulletin**

### **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

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

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

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

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

November 29, 2006

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

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

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

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

**Forklift Operator:**

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

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

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

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

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

## **Information Bulletin** ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

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

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

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

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

- Painter's Rate

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

- Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)



- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

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

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. *\*License required, drivers only, per Connecticut General Statutes.*

***For example:***

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

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

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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

**Ironworkers**

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

**Laborers (Tunnel Construction)**

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

**Roofers**

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

**Sprinkler Fitters**

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

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

**B020-01**

**ATTACHMENT “D”**

**FEDERAL WAGE RATES**

"General Decision Number: CT20190016 06/07/2019

Superseded General Decision Number: CT20180016

State: Connecticut

Construction Type: Heavy

County: New Haven County in Connecticut.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR

5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	05/17/2019
3	06/07/2019

BRCT0001-011 01/07/2019

	Rates	Fringes
BRICKLAYER.....	\$ 34.72	32.15

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BRCT0001-012 01/07/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.72	32.15

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\* CARP0326-011 05/06/2019

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

	Rates	Fringes
CARPENTER		
CARPENTERS, PILEDRIVERS.....	\$ 33.53	25.66

DIVER TENDER.....	\$ 33.53	25.66
DIVER.....	\$ 41.99	25.66
MILLWRIGHTS.....	\$ 34.04	26.09

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\* CARP0326-020 05/06/2019

Ansonia, Derby, Milford, Orange (West of Orange Center Road and South of Route 1 and West of the Oyster River), Oxford, Seymour

	Rates	Fringes
CARPENTER		
CARPENTER, PILEDRIVER.....	\$ 33.53	25.66
DIVER TENDER.....	\$ 33.53	25.66
DIVER.....	\$ 41.99	25.66
MILLWRIGHT.....	\$ 34.04	26.09

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\* ELEC0090-004 06/01/2019

Entire County excluding Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

	Rates	Fringes
ELECTRICIAN.....	\$ 38.50	3%+28.61

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\* ELEC0488-007 06/01/2019

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

	Rates	Fringes
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ELECTRICIAN.....\$ 39.62                      3%+27.25

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ENGI0478-001 04/07/2019

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 40.97	24.80
GROUP 2.....	\$ 40.64	24.80
GROUP 3.....	\$ 39.88	24.80
GROUP 4.....	\$ 39.48	24.80
GROUP 5.....	\$ 38.87	24.80
GROUP 6.....	\$ 38.55	24.80
GROUP 7.....	\$ 38.20	24.80
GROUP 8.....	\$ 37.79	24.80
GROUP 9.....	\$ 37.34	24.80
GROUP 10.....	\$ 35.24	24.80
GROUP 11.....	\$ 35.24	24.80
GROUP 12.....	\$ 35.18	24.80
GROUP 13.....	\$ 36.76	24.80
GROUP 14.....	\$ 34.58	24.80
GROUP 15.....	\$ 34.26	24.80
GROUP 16.....	\$ 33.41	24.80
GROUP 17.....	\$ 32.99	24.80
GROUP 18.....	\$ 32.32	24.80

Hazardous waste premium \$3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$1.50 extra.  
 Crane with boom, including jib, 200 feet - \$2.50 extra.  
 Crane with boom, including jib, 250 feet - \$5.00 extra.  
 Crane with boom, including jib, 300 feet - \$7.00 extra.  
 Crane with boom, including jib, 400 feet - \$10.00 extra

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly

wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), 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), Bauer Drill/Caisson

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 (skooter).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps,

drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller

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

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

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

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

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.

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\* ENGI0478-011 04/07/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 38.87	24.80
Asphalt Roller.....	\$ 38.20	24.80
Asphalt Spreader.....	\$ 38.87	24.80
Backhoe/Excavator 2 cubic yards and over.....	\$ 40.64	24.80
Backhoe/Excavator under 2 cubic yards.....	\$ 39.88	24.80
Crane handling or erecting structural steel or stone...	\$ 40.97	24.80
Cranes (100 ton capacity & over).....	\$ 40.64	24.80
Cranes (under 100 ton rated capacity).....	\$ 39.88	24.80
Drills with self contained power units; Directional driller.....	\$ 38.87	24.80
Earth Roller.....	\$ 35.24	24.80
Forklift.....	\$ 37.34	24.80
Front End Loader (3 cubic yards up to 7 cubic yards)...	\$ 38.55	24.80
Front End Loader (7 cubic yards or over).....	\$ 40.97	24.80
Front End Loader (under 3		

cubic yards).....\$ 37.34	24.80
Grader/Blade.....\$ 39.88	24.80
Maintenance Engineer/Oiler..\$ 32.32	24.80
Mechanic.....\$ 37.79	24.80
Rubber Tire	
Backhoe/Excavator.....\$ 39.88	24.80

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

- b. Crane with boom, including jib, 150 feet - \$1.50 extra .  
 Crane with boom, including jib, 200 feet- \$2.50 extra.  
 Crane with boom, including jib, 250 feet - \$5.00 extra.  
 Crane with boom, including jib, 300 feet - \$7.00 extra.  
 Crane with boom, including jib, 400 feet - \$10.00 extra.

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

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\* IRON0015-005 06/03/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....\$ 36.67		35.77

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

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 \* LABO0056-004 04/07/2019

	Rates	Fringes
Laborers: (TUNNEL		
CONSTRUCTION)		
CLEANING, CONCRETE AND		
CAULKING TUNNEL:		
Concrete Workers, Form		
Movers and Strippers.....\$ 32.01		20.84
Form Erectors.....\$ 32.34		20.84
ROCK SHAFT, CONCRETE,		
LINING OF SAME AND TUNNEL		
IN FREE AIR:		
Brakemen, Trackmen,		
Tunnel Laborers, Shaft		
Laborers.....\$ 32.01		20.84
Laborers Topside, Cage		
Tenders, Bellman.....\$ 31.90		20.84
Miners.....\$ 32.98		20.84
SHIELD DRIVE AND LINER		
PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....\$ 32.01		20.84
Miners, Motormen, Mucking		
Machine Operators,		
Nozzlemen, Grout Men,		
Shaft and Tunnel, Steel		
and Rodmen, Shield and		
Erector, Arm Operator,		
Cable Tenders.....\$ 32.98		20.84
TUNNELS, CAISSON AND		
CYLINDER WORK IN		
COMPRESSED AIR:		

Blaster.....	\$ 39.47	20.84
Brakemen, Trackmen,		
Groutman, Laborers,		
Outside Lock Tender,		
Gauge Tenders.....	\$ 39.27	20.84
Change House Attendants,		
Powder Watchmen, Top on		
Iron Bolt.....	\$ 37.29	20.84
Mucking Machine Operator...	\$ 40.06	20.84

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

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\* LABO0056-005 05/07/2019

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 30.75	20.84
GROUP 2.....	\$ 31.00	20.84
GROUP 3.....	\$ 31.25	20.84
GROUP 4.....	\$ 31.75	20.84
GROUP 5.....	\$ 32.50	20.84
GROUP 6.....	\$ 32.75	20.84
GROUP 7.....	\$ 18.00	20.84

#### 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

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PAIN0011-013 06/01/2018

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 33.62	21.05
Spray Only.....	\$ 36.62	21.05
Steel Only.....	\$ 35.62	21.05

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\* TEAM0064-001 04/07/2019

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 29.62	24.52
2 Axle.....	\$ 29.51	24.52
3 Axle Ready Mix.....	\$ 29.67	24.52
3 Axle.....	\$ 29.62	24.52
4 Axle Ready Mix.....	\$ 29.77	24.52
4 Axle.....	\$ 29.72	24.52



Heavy Duty Trailer 40 tons and over.....	\$ 29.98	24.52
Heavy Duty Trailer up to 40 tons.....	\$ 29.72	24.52
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 29.77	24.52

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.

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\* TEAM0064-006 04/07/2019

	Rates	Fringes
TRUCK DRIVER: 4 Axle Truck.....	\$ 29.72	24.52

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.

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SUCT2002-011 12/16/2008

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

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

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## 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.

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END OF GENERAL DECISION"

### Applicability

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

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

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

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

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

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

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

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being 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 in 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 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 the individual 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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this 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 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, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

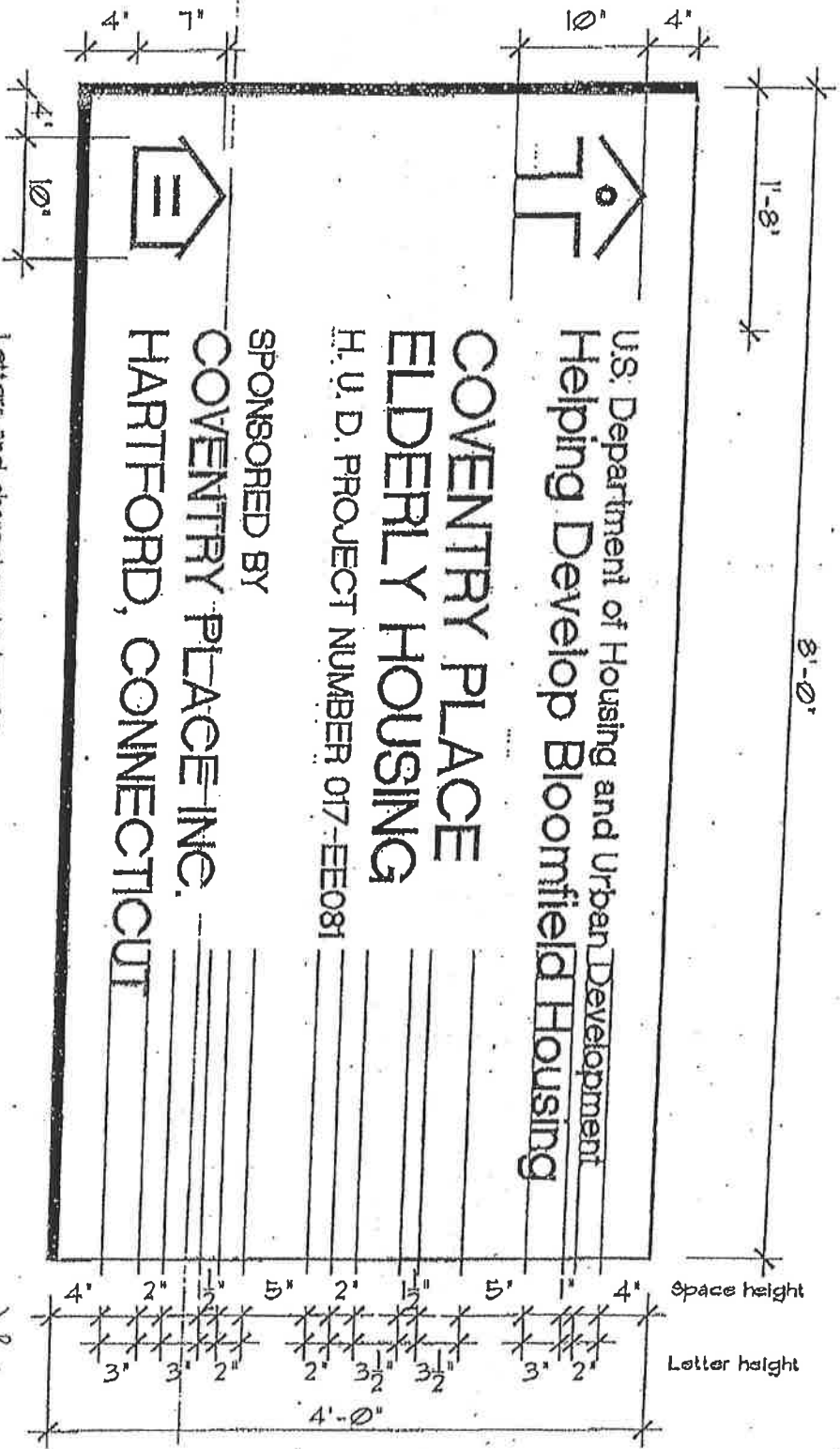
(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall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

## **ATTACHMENT “E”**

### **Required Signage Sample**

Note: Sign shall list all streets that will be completed for this project.  
Sign shall be placed at each site at the direction of the Engineering Department.

SAMPLE - for informational purposes only.



Letters and characters to be white.  
Letter style to be Helvetica Medium  
Background to be Blue - FMS #301

Sample

Coventry Place - Elderly Housing  
160 Coventry Street, Bloomfield, Connecticut

Sponsor - Meadows Real Estate Management and Development Corporation  
Owner - Coventry Place, Incorporated



**B020-01**

**ATTACHMENT “E”**

**TECHNICAL SPECIFICATIONS**

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## **SECTION 01540**

### **MAINTENANCE AND PROTECTION OF TRAFFIC**

#### **1.0 DESCRIPTION**

This work shall consist of the maintenance and protection of vehicular and pedestrian traffic on public streets and sidewalks in conformity with the requirements of this specification and other Contract Documents. The Contractor assumes full liability for the maintenance and protection of vehicular and pedestrian traffic.

#### **2.0 MATERIALS**

All signs, barricades, lights, flashers, traffic cones, traffic men, and other items necessary to forewarn and guide vehicular and pedestrian traffic shall be of a number and quality satisfactory to the Engineer and governmental agencies having jurisdiction. The Contractor shall provide all signs, barricades, lights, flashers, traffic cones and other items necessary to forewarn and guide vehicular and pedestrian traffic.

#### **3.0 CONSTRUCTION METHODS**

- a. GENERAL: The Contractor shall obey all applicable state and local regulations regarding maintenance and protection of traffic.
- b. MEETING AND PROPOSAL: Prior to the commencement of any construction whatsoever, the Contractor shall meet with the Engineer or his representative and representatives from the Public Works and Police Department and shall present a detailed written plan showing the sequence of construction and the method of protecting vehicular and pedestrian traffic during each sequence. The plan shall show the location, width and construction details of travel lanes and the number and location of all proposed signs, barricades, flashers, traffic cones or other appurtenances to forewarn and guide traffic. Approval of the schedule of operations and plan by the Engineer shall in no way relieve the Contractor from his full responsibility for the maintenance and protection of traffic.
- c. EXISTING STREETS OPEN: Except as otherwise provided in this section, or permitted by the Engineer, the Contractor shall keep all existing streets open to traffic for the full length of the project and shall provide a sufficient number of travel lanes to move that traffic ordinarily using the roadway. The travel lanes shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interference to traffic consistent with the proper prosecution of the work.
- d. LANES OF TRAVEL: Travel lanes shall be maintained by the Contractor in a suitable manner at all times. The Contractor will be responsible for removal of snow and ice on all streets and detours within the Area of Work while he is actively prosecuting the completion of the Contract. If there is a temporary shutdown approved by the Engineer, the Contractor will not normally be responsible for snow and ice removal. The Contractor will maintain the trench in good repair during these periods.

## **SECTION 01540 - Continued:**

- e. STREET CLOSINGS: The closing of any street for any purpose whatsoever shall be for the length of time and subject to the restrictions the Engineer may impose. No Street will be closed without the Contractor having received prior approval of the Police Department and the Department of Public Works of the City of Meriden. The Contractor will make sure that the Fire Department and any other agencies which may be affected by the closing are notified.
- f. PEDESTRIAN TRAFFIC: ALL SIDEWALKS NOT UNDER CONSTRUCTION TO REMAIN OPEN: Except as provided in this Section, or as permitted by the Engineer, the Contractor shall keep all public sidewalks open. On sidewalks open to the public the Contractor shall be responsible for removal of snow and ice and for repairs necessary to obtain safe pedestrian conditions. Sidewalks broken up during construction shall be removed and replaced and/or patched temporarily with bituminous concrete.

During temporary shutdowns approved by the Engineer, snow and ice removal will normally be performed by others. The Contractor will maintain the sidewalks and other pedestrian walkways in good repair during these periods.

- g. SIGNS FOR CLOSING: In those instances where the Contractor is permitted to eliminate pedestrian access, the Contractor shall erect signs to warn pedestrians of the closing. Such signs shall be erected at the nearest street intersection at either end of the sidewalk on which pedestrian access is to be eliminated. Signs shall warn pedestrians of the closing and shall indicate the nearest alternate route of pedestrian passage. In addition, barricades shall be placed to separate areas in which pedestrian access is permitted.
- h. ENGINEER'S RESTRICTIONS: Elimination of pedestrian access at any area shall be for the length of time and subject to restrictions the Engineer may impose.
- i. PEDESTRIAN DETOURS: When work is to be done which will not necessitate eliminating pedestrian access but which will temporarily interfere with pedestrian access, adequate signs, barricades and other devices shall be employed to warn pedestrians. During non-working hours pedestrian detours shall be provided such that pedestrians will not be required to travel in the street or on private property. Work temporarily interfering with pedestrian movement shall be completed and the site cleaned up as quickly as is reasonably possible.
- j. PROVISION FOR PRIVATE ACCESS: The Contractor shall schedule his operations to cause a minimum of inconvenience to occupants of existing properties within the area of work. Prior to restricting or eliminating vehicular access to any property the Contractor shall give the occupants of the property twenty-four hours notice. Thereafter, the Contractor shall complete the items of work and restore access as rapidly as reasonably possible. Restrictions of access shall at all times be subject to the approval of the Engineer. At no time shall the Contractor prevent pedestrian access to any existing building. Where existing access is eliminated and other access substituted therefor, the substituted access shall be maintained by the Contractor to a quality equal to or better than the eliminated access



## **SECTION 01540 - Continued:**

- k. **SIGNS AND OTHER WARNING DEVICES: ILLUMINATION OF WARNING DEVICES:**  
All signs and barricades or other appurtenances for the protection of the public shall be illuminated by lanterns, flashers, flares or other acceptable means during the hours of darkness or low visibility. The Contractor shall keep all signs in proper position, clean and legible at all times. Care shall be taken that weeds, shrubbery, construction materials or equipment and soil are not allowed to obscure any sign, light or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic.
- l. **MATERIALS FOR PROTECTION OF TRAFFIC:** At any time, the Engineer may order materials furnished or work performed by the Contractor as the Engineer deems necessary for the maintenance and protection of traffic. The Contractor shall comply with such orders at no additional cost to the City. The omission of the Engineer to so order shall not relieve the Contractor of his full responsibility for the maintenance and protection of traffic. If the Contractor fails to respond to the Engineer's order for work or material within the shortest reasonable time possible, the Engineer shall have the right to have the work done by other City or private forces and shall deduct the cost thereof from monies due the Contractor.

### **4.0 METHOD OF MEASUREMENT:**

The costs for construction, maintenance and removal of detours, signs, barricades, flashers and all else necessary to maintain and protect traffic all in accordance with the provisions of the Contract Document will be included in the bid and will not be measured for payment.

### **5.0 BASIS OF PAYMENT:**

There will not be a separate pay item for this item.

## **SECTION 01562**

### **DUST CONTROL**

#### **1.0 DESCRIPTION:**

This item shall consist of furnishing water and/or calcium chloride and spreading it on the subgrade or in other areas of a project under construction, for the purpose of allaying dust conditions.

**LIMITATIONS:** Calcium chloride or other chemicals shall not be used on the project in areas that could result in potential contamination of well water.

#### **2.0 MATERIALS:**

Calcium chloride shall conform to the requirements of AASHTO M144, except that the pellet form and the flake form shall be equally acceptable. Water shall be non-polluted.

#### **3.0 CONSTRUCTION METHODS:**

Calcium chloride shall be applied at the locations, at such times and in the amounts necessary to prevent and control dust from becoming a nuisance to the public and to abutting property owners. It shall be spread in such manner and by such devices that uniform distribution is attained over the entire area on which it is placed.

#### **4.0 METHOD OF MEASUREMENT:**

This item will not be measured for payment.

#### **5.0 BASIS OF PAYMENT:**

No separate payment will be made for "Dust Control". Compensation for such work, including all labor, equipment and materials, shall be considered to be included in the prices bid for other items of work.

## **SECTION 02501**

### **CONCRETE SIDEWALKS AND RAMPS**

#### **1.0 DESCRIPTION**

This item shall consist of Portland cement Concrete sidewalks, driveway ramps and pedestrian ramps constructed on a processed aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications.

This item shall include furnishing and installing Detectable Warning Strips in the locations and to the dimensions and details shown on the plans or as ordered by the Engineer.

#### **2.0 MATERIALS**

Materials for this work shall conform to the requirements of Article M.03.01 of ConnDOT Form 816 for Class "C" Concrete.

##### **a. Portland Cement Concrete**

The concrete mix shall conform to Class "C" concrete and shall be proportioned in accordance with the following requirements:

Approximate Proportions by Weight:	1-2-3
Water/Cement Ratio:	0.53
Cement Factor (pounds/cubic yard)	658

##### **b. Air-Entraining Admixtures**

Air entraining admixtures conform to the requirements of Article M.03.01 of ConnDOT Form 816.

##### **c. Coarse Aggregate**

Coarse aggregate shall be broken stone or gravel consisting of clean, hard, tough, durable fragments of uniform quality throughout; free from soft pieces, mud, dirt, organic or other injurious material and shall contain not more than 1% dust by weight. When tested with magnesium sulphate solution for soundness using AASHTO Method T-104, coarse aggregate shall not have lost more than 10% after 5 cycles; when tested by the Los Angeles machine using AASHTO Method T-96, coarse aggregate shall not have a loss of more than 40%. The required grading shall be obtained by using 100 percent of ¾ inch coarse aggregate.

## **SECTION 02501 - CONTINUED:**

d. Fine Aggregate

Fine aggregate shall be sand consisting of clean, hard, durable, uncoated particles of quartz or other rock, free from lumps of clay, soft or flaky material, loam, organic or other injurious material. In no case shall sand containing frozen lumps be used. Fine aggregate shall contain not more than 3% of material finer than the #200 sieve, using AASHTO method T-11. When subjected to colorimetric test shall not produce a color darker than Gardner Color Standard No. 11, using AASHTO Method T-21. If the fine aggregate fails to meet this requirement, the provisions of AASHTO M6 Section 5.2 will govern. Fine aggregate shall be uniformly graded from coarse to fine and shall meet the following gradation:

Square Mesh Sieve	3/8"	#4	#8	#16	#30	#50	#100
Percent Passing By Weight	100	95-100	80-100	50-85	25-60	10-30	2-10

- e. Portland cement: Portland cement shall be Type IIA and shall conform to the requirements of AASHTO M-134. Cement having a temperature exceeding 160 degrees F at the time of delivery to the mixer shall not be used.
- f. Water: Water shall be reasonably clean, shall not be salty or brackish and shall be free from oil, acid, and injurious alkali or vegetable matter and shall be tested as prescribed by AASHTO T-26.
- g. Processed Gravel Base: Coarse and fine aggregates shall be combined and mixed by approved methods so that the resulting material shall conform to the following gradation requirements:

Square Mesh Sieve	2-1/2"	1-3/4"	3/4"	1/4"	#40	#100
Percent Passing By Weight	100	95-100	50-75	25-45	10-25	3-12

- h. Welded Wire Mesh Reinforcement: Welded wire mesh reinforcement shall be cold drawn steel wire conforming to the requirements of AASHTO M-55. The type of mesh shall be approved by the Engineer.
- i. Preformed Expansion Joint Filler: Preformed expansion joint filler shall be the bituminous cellular type and shall conform to the requirements of AASHTO M-213.

## **SECTION 02501 - CONTINUED:**

- j. Detectable Warning Strip: The Detectable Warning Strip shall be a prefabricated detectable warning surface tile for the application designated as manufactured from Engineered Plastics Inc. 300 International Drive, Suite 100 Williamsville, NY 14221, telephone number (800) 682-2525 or the approved equal from ADA Fabricators, INC. P.O Box 179 North Billerica, MA 01862 telephone number (978) 262-9900. The tile shall conform to the dimensions shown on the plans and have a brick red homogeneous color throughout in compliance with Federal Standard 595A Color #22144 or approved equal.

### **3.0 CONSTRUCTION METHODS**

- a. Excavation: Excavation, including removal of any existing sidewalk, shall be made to the required depths below the finished grade, as shown on the plans or as directed. All soft and yielding material shall be removed and replaced with suitable material.
- b. Processed Aggregate Base: The processed aggregate base shall be placed in layers not over 6 inches in depth and to such a depth that after compaction it shall be at the specified depth (eight inches or as directed by the Engineer) below the finished grade of the walk. The base shall be wetted and rolled or tamped after the spreading of each layer. The base shall be placed full depth six (6") inches wider on each side than the neat lines of the concrete.

The finished surface of the base shall be fine graded after compaction to within 3/8" plus or minus of subgrade. The finished base course shall be maintained true to line and grade in a compact condition until placement of the concrete. The completed base must be approved by the Engineer prior to setting of forms.

- c. Forms: Forms shall be standard metal forms or 2" surfaced plank, straight, free from warp and of sufficient strength to prevent springing. At corner radii, thinner material may be used but the material and installation must be approved by the Engineer prior to use. Forms shall be of approved cross-section, have a flat surface on top and shall be of depth equal to the concrete being placed. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be of sufficient strength and tightness to retain plastic concrete. All forms shall be cleaned of mortar and dirt and shall be coated with suitable form oil prior to each use.

Preformed expansion joints shall be held securely in place by means of a steel template or steel pins to true line and grade and shall be 1/4 inch minimum deeper than the concrete trimmed flush with the concrete walk after the curing cycle.

Dummy joints or planes of weakness shall be hand formed, straight and true, and shall consist of grooves formed in the top surface of the concrete at a depth of 1/4 of the depth of the concrete. Dummy joints shall be located transversely every five (5) feet and as detailed on the plans or as ordered.

## **SECTION 02501 - CONTINUED:**

### **d. Mixing and Placing Concrete:**

1. Concrete shall be mixed in approved transit mixers (concrete mixed in truck mixer en route to or at point of placement). Transit mixers shall be loaded in approved batching plants. Batching and mixing on job site will not be allowed. Truck mixing shall not be less than four (4) revolutions at mixing speed. Concrete shall be incorporated into the work within 45 minutes after the water was added to the mix. Concrete shall be discharged within 1-1/2 hours from the time the dry aggregates are loaded into the mixture. Truck mixers shall be equipped with accurate gauges to measure the quantity of water incorporated into the mix and with an accurate drum revolution counter.
2. Slump of the concrete, as determined by AASHTO method T-119, shall be not less than two (2) inches nor more than four (4) inches. Concrete shall contain not less than 4 nor more than 6 percent entrained air at the time the concrete is deposited in the forms, as determined by AASHTO Methods T-152 or T-121.
3. Immediately before concrete is placed, the base course shall be moistened. It shall be compact and smooth. The entire base course under the walk to be constructed in that pour shall be complete and accepted prior to beginning or placing of concrete. At no time shall concrete be placed on soft, muddy, frozen, porous or rutted base.
4. Concrete shall be placed only in the presence of an inspector. It shall be deposited in a plastic condition and shall be a homogeneous mass without segregation of aggregates during depositing and spreading. All chutes used to deposit concrete shall be metal or metal lined. Depositing and spreading concrete shall be continuous between transverse joints. Workmen shall not walk in concrete during placing and spreading. Concrete alongside forms and each side of transverse joints shall be thoroughly consolidated. Concrete shall be placed only when the temperature is 40 degrees F and rising, and when it can be expected that the placing and finishing can be accomplished at that temperature of above.
5. Reinforcement shall be placed in the sidewalk at driveway crossings two (2) inches above the bottom surface of the concrete and parallel to the finished grade of the walk. Care shall be taken to hold the reinforcing mesh to the proper line and grade. Successive and adjacent pieces of reinforcing mesh shall be lapped six (6) inches. Reinforcing mesh shall be one (1) inch clear from the side of forms and expansion joints.
6. A 1/4 inch thick preformed expansion joint shall be installed at transverse locations not to exceed twenty longitudinal feet, between curbs and walks, at structures projecting into and adjacent to the walk and concrete ramps as shown on the plans and details, or as directed by the Engineer.
7. Formed surfaces shall be kept continuously wet for the duration of the curing period (prior to, during, and after form removal) or until curing compound is applied.
8. If moist curing is discontinued before the end of the curing period, white pigmented curing compound shall be applied immediately, following the procedures specified under "Curing."

## **SECTION 02501 - CONTINUED:**

- e. Consolidation and Finishing: Consolidation and finishing shall be by hand or mechanical equipment. Experienced concrete finishers shall be used at all times in the finishing of the surface. Concrete shall be struck off by means of a hand screed resting on the side form and weighing not less than 10 pounds per linear foot or by portable non-vibrating screed. Strike off shall bring the concrete to the required grade and contour. Screeding shall be a transverse, sawing motion carrying a roll or mortar in front of it. As soon as possible after screeding, the surface shall be longitudinally floated with a sawing motion commencing at one side and wasting excess material over the other side. Movement ahead in a longitudinal direction shall be one-half the length of the float. The surface irregularities shall be removed by use of a finishing lute. The initial edging shall be performed, then the surface shall be dragged with a clean, wet, stiff bristle broom. Before initial set, the final edging against forms and expansion joints and of dummy joints shall be made. All edging shall be true to line and grade and shall not create depressions in the surface.
- f. Curing: Liquid curing compound shall be applied immediately following the disappearance of the water sheen following the final finishing and before any marked dehydration of the concrete or surface checking occurs. The compound shall be applied in two even coats of one gallon per 200 square feet, with a continuous even film at right angles to each other and with not more than 30 minutes between coats. Application shall be by pressure sprayer giving a fine uniform spray. Should rain fall on the newly coated surface before it dries, a new application shall be maintained to protect the concrete surface from rain during finishing operations and until the curing compound dries. The walk shall be barricaded and all traffic shall be restricted for at least seven (7) days.
- g. Removal of Forms and Backfilling: Forms shall not be removed until the concrete has set at least 12 hours unless approved by the Engineer. Care shall be taken in removal so that no damage is done to the edges of the walk and to the surface membrane curing. All honeycomb shall be pointed and the sides sprayed with liquid curing compound if not immediately backfilled.

The sides of the walk and/or ramp shall be backfilled with a suitable material as directed by the Engineer and shall be graded and thoroughly compacted flush with the top of the walk and to meet the existing adjacent grade with no pockets or depressions to trap water. All surplus material shall be removed, the concrete surface swept clean and the site left in a neat and presentable condition to the satisfaction of the Engineer.

- h. Cold Weather: When, in the opinion of the Engineer, the weather is such that that any concrete work which has not completely cured is liable to be frozen, such concrete shall be protected by covering as soon as it has hardened sufficiently. On top of the curing compound shall be placed 6-8 inches of hay or straw, or an approved thermal blanket. A cover sheet of width sufficient to overlap the edges of the walk or ramp shall then be placed and securely fastened down. The protective material shall remain in place until ordered removed by the Engineer and all material promptly removed from the site. Any concrete placed during cold weather and not properly protected will not be accepted.

## **SECTION 02501 - CONTINUED:**

- i. Concrete in Hot Weather: When climatic or other conditions are such that the temperature of the concrete may reasonably be expected to exceed 90 degrees F at the time of delivery at the work site, during placement, or during the first 25 hours after placement, the following provisions also apply:
  - 1. The contractor shall maintain the temperature of the concrete below 90 degrees F during mixing, conveying, and placing. Methods used shall conform to "Recommended Practice for Hot Weather Concreting", ACI Standard 305.
  - 2. The concrete shall be placed in the work immediately after mixing. Truck mixing shall be delayed until only time enough remains to accomplish it before the concrete is placed.
  - 3. Exposed concrete surfaces which tend to dry or set too rapidly shall be continuously moistened by means of fog sprays or otherwise protected from drying during the time between placement and finishing and after finishing.
  - 4. Finishing of exposed surfaces shall be started as soon as the condition of the concrete allows and shall be completed without delay.
  - 5. Concrete surfaces exposed to the air shall be covered as soon as the concrete has hardened sufficiently and shall be kept continuously wet for at least the first 24 hours of the curing period and for the entire curing period unless curing compound is applied as specified under "Curing."
- j. Water Gates and Gas Gates: All of the water gates and gas gates which are encountered within the limits of the work shall be aligned properly over shutoff and shall be adjusted to meet the grade of the proposed surface. All boxes shall be free of all dirt, rocks, etc. The Contractor shall be responsible for replacing any broken gate boxes. Materials shall be provided by the Meriden Water Department if gate boxes were damaged prior to construction. All labor costs are the Contractor's responsibility. The Contractor will coordinate with Yankee Gas and Meriden Water Department to obtain replacement boxes.
- k. Detectable Warning Strip: The Detectable Warning Strip shall be set directly in poured concrete according to the plans and the manufacturer's specifications or as directed by the Engineer. The contractor shall place two 25 pound concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete. The Contractor is responsible for removing any material spatters or debris and repairing any damage to the existing sidewalk arising from the installation of the tile. The protective film on the detectable warning strip shall be removed as soon as the concrete has cured.

### **4.0 METHOD OF MEASUREMENT**

Concrete sidewalk and ramps shall be measured for payment by the total square feet of the top surfaces of the sidewalk, driveway ramps, and pedestrian ramps, excluding the exposed top surface of the concrete curbing.



## **SECTION 02501 - CONTINUED:**

The Detectable Warning strip will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Concrete Sidewalk.

### **5.0 BASIS OF PAYMENT**

Payment for concrete sidewalks, driveway ramps, and pedestrian ramps shall be at the contract unit price per square foot of "Concrete Sidewalk", "Concrete Driveway Ramp", or "Concrete Pedestrian Ramp" complete in place and accepted.

Price and payment for Concrete Sidewalk", "Concrete Driveway Ramp", and "Concrete Pedestrian Ramp" in place shall include the removal of all existing sidewalks and curbing, the removal and replacement of all bituminous concrete pavement, all forms necessary for tree pits, grass and brush and all equipment and labor, excavation, backfill (except rock excavation), bedding, and all other miscellaneous items necessary to complete the work, and not listed for separate payment in the bid.

## Section 05070

### CATCH BASINS, MANHOLES AND DROP INLETS

**Item 1.0—Description:** Under this heading shall be included the construction of all catch basins, junction boxes, manholes and drop inlets (and also the alteration, reconstruction or conversion of such existing structures) all in conformity with the lines, grades, dimensions and details shown on the plans, or as ordered, and in accordance with the provisions of these specifications for the various materials and work which constitute the completed structure.

**Item 2.0—Materials:** The materials to be used in the construction shall be those ordered by the Engineer and shall conform to Article M.08.02. Protective compound material shall conform to Subarticle M.03.01-11. Galvanizing shall conform to Article M.06.03. Mortar shall conform to Article M.11.04. Pervious material shall conform to Article M.02.05.

**Item 3.0—Construction Methods:** These structures shall be constructed in accordance with the requirements contained herein for the character of work involved. The surfaces of the tops of all catch basins, junction boxes and drop inlets shall be given a coat of protective compound material immediately upon completion of the concrete curing period at the rate of .04 gallons per square yard (0.2 liter per square meter). All masonry units shall be laid in full mortar beds. Metal fittings for catch basins, junction boxes, manholes or drop inlets shall be set in full mortar beds or otherwise secured as shown on the plans.

Inlet and outlet pipes shall extend through the walls for a sufficient distance beyond the outside surface to allow for satisfactory connections, and the concrete or masonry shall be constructed around them neatly to prevent leakage along their outer surfaces. The pipe shall be cut flush with the inside face of the wall, or as shown on the plans.

When constructing a new drainage structure within a run of existing pipe, the section of existing pipe disturbed by the construction shall be replaced with new pipe of identical type and size extending from the drainage structure to the nearest joint of the existing pipe.

Pervious material shall be used for backfilling the upper portion of the excavation made for catch basins and drop inlets down to the elevation of the invert of the outlet pipe but in no case to a depth greater than 3 feet (1 meter) below the top of the structure. Drainage openings shall be formed in the four walls of the structure at or immediately above the bottom of the pervious backfill to convey subsurface drainage. Depending on the masonry used in the walls, such openings shall be formed by the insertion of 2-inch (50-millimeter) pipes, omission of a header brick or by leaving two open vertical joints in the masonry. Frames, covers and tops which are to be reset shall be removed from their present beds, the walls or sides shall be rebuilt to conform to the requirements of the new construction and the tops, frames and covers reset, or the grates or covers may be raised by extensions of suitable height approved by the Engineer.

SECTION 05070 – Continued:

**Item 4.0—Method of Measurement:** Construction, reconstruction and conversion of catch basins, manholes and drop inlets will be measured as units.

Conversion of catch basins to catch basins of the type specified or to manholes, as the case may be, will be measured for payment as a unit including excavation, cutting of pavement, removal and replacement of pavement, pervious material, backfill and all necessary alterations to the walls and furnishing and setting the frame and grate or cover, whichever applies. There will be no measurement or direct payment for the application of the protective compound material, but the cost of this work shall be considered as included in the general cost of the work. Resetting tops, frames and covers will be measured as units. Replacement of tops, frames and covers will be paid for as a unit for resetting plus the unit for catch basin top or manhole frame and cover.

When resetting tops, frames and covers, there will be no measurement for excavation; cutting, removal and replacement of pavement; pervious material and backfill.

Measurement for payment for work and materials involved with installing pipes to connect new drainage structures into a run of existing pipe will be as provided for under the applicable contract items.

**Item 5.0—Basis of Payment:** These structures will be paid for as follows:

**1.. Catch Basins, Junction Boxes and Manholes** having a depth of not over 10 feet (3 meters) will be paid for at the contract unit price each for "Junction Box," "Catch Basin," of the type specified, or "Manhole," of the type specified, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

**2. Catch Basins, Junction Boxes and Manholes** having a depth of more than 10 feet (3 meters) will be paid for at the Contract unit price each for "Catch Basin over 10 feet (3 meters) deep", "Junction Box over 10 feet (3 meters) deep", or "Manhole over 10 feet (3 meters) deep," of the type specified, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

**3. Drop Inlets** will be paid for at the contract unit price each for "Drop Inlet," of the type specified, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

**4. Reset Units** will be paid for at the contract unit price each for "Reset Manhole," "Reset Catch Basin," or "Reset Drop Inlet," of the type specified, respectively, complete in place, which price shall include excavation, pervious material, backfill, cutting of pavement, removal and replacement of pavement structure, and all materials, equipment, tools and labor incidental thereto, except that when the work requires reconstruction greater than 3 feet (1 meter), measured vertically, then the entire cost of resetting the unit will be paid for as extra work in accordance with the provisions of Article 1.04.05.

SECTION 05070 – Continued:

**5. "Frames, Covers and Tops"** when required in connection with reset units, will be paid for at the contract unit price each for such "Manhole Frame and Cover or (Type) Catch Basin Top", complete in place, including all incidental expense; or when no price exists, the furnishing and placing of such material will be paid for as extra work.

## Section 07020

### CONCRETE CURBING

#### 1.0 Description

The work under this item shall consist of the construction of concrete curbing, placed on a processed aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications.

#### 2.0 Materials

- a. Materials for this work shall conform to the requirements of Article M.03.01 of ConnDOT Form 816 for Class "C" Concrete.
- b. Joint filler shall conform to the requirements of Article M.03.01 of Form 816.
- c. Concrete shall have a minimum 28 day compressive strength of 3,000 psi and shall contain 4 to 6 % entrained air unless otherwise approved by the Engineer. The material for precast concrete shall conform to the requirements of Article M.03.01, except that the coarse aggregate gradation may be varied with the approval of the Engineer.
- d. Liquid membrane curing compound shall conform to the requirements of AASHTO M148 Type 2 Class "B".

#### 3.0 Construction Methods

- a. Excavation: Excavation, including removal of any existing curbing, shall be made to the required depths below the finished grade, as shown on the plans or as directed. All soft and yielding material shall be removed and replaced with suitable material.
- b. Placing Concrete:
  1. Slump of the concrete shall be not less than two (2) inches or more than four (4) inches. Concrete shall contain neither less than 4 nor more than 6 percent entrained air at the time the concrete is deposited in the forms, as determined by AASHTO Methods T-152 or T-121.
  2. Concrete curbing shall be constructed in sections having a uniform length of approximately 10 feet, unless otherwise directed. The length of these sections may be varied slightly where necessary for closures, but no section less than 6 feet in length will be permitted. These sections shall be separated by an approved method at the time of placing concrete.
- c. Forms: Where forms are used, they shall be so constructed that the form for exposed surfaces may be removed before the concrete has taken final set in order to permit correction of surface irregularities.

## **SECTION 07020 - CONTINUED:**

- d. Curing and Protection: Liquid curing compound shall be applied immediately following the disappearance of the water sheen following the final finishing and before any marked dehydration of the concrete or surface checking occurs. The compound shall be applied in two even coats of one gallon per 200 square feet, with a continuous even film at right angles to each other and with not more than 30 minutes between coats. Application shall be by pressure sprayer giving a fine uniform spray. Should rain fall on the newly coated surface before it dries, a new application shall be maintained to protect the concrete surface from rain during finishing operations and until the curing compound dries.
- e. Backfilling: After concrete has set sufficiently, the grading shall be completed to the lines shown on the plans, or as ordered, by refilling to the required elevation with approved material which shall be placed in layers of not more than 6 inches in depth and compacted until firm and solid.

### **4.0 Method of Measurement**

Concrete curbing shall be measured for payment by the total linear feet of the top surface of the curb.

### **5.0 Basis of Payment**

This work will be paid for at the contract unit price per linear foot of "Concrete Curbing", complete in place and accepted.

Price and payment for Concrete Curbing in place shall include the removal of all existing curbing, excavation, gravel base, finishing, curing, backfilling and compaction, expansion joints and filler, disposal of surplus and unsuitable material and all materials, equipment, tools, labor, and work incidental to or necessary for the completion of the Item.

## **SECTION 07041**

### **RESET GRANITE STONE CURBING**

#### **1.0 - Description:**

This curbing shall consist of approved stone installed on the prepared base to the lines and grades given and in conformity with these specifications.

#### **2.0 - Materials:**

The materials for this work shall conform to the requirements of Article M.12.06 for granite and bluestone curbing, of Article M.11.04 for mortar and of Article M.02.03 for granular base. Dowels shall conform to the requirements of Article M.06.01.

#### **3.0 - Construction Methods:**

Construction methods for stone curbing shall conform to the following requirements:

1. Excavation: Excavation shall be made to the bottom of the 6-inch granular base below the curbing, the trench being sufficiently wide to permit thorough tamping. The base shall be compacted to a firm, even surface and shall be approved by the Engineer.
2. Installing Stone Curbing: The curbing shall be set on edge and settled into place with a heavy wooden hand-rammer, to the line and grade required, straight and true for the full depth. The joints of the stone curbing shall be pointed with mortar for the full depth of the curbing. At approximately 50-foot intervals, a 1/2-inch joint shall not be filled with mortar but left free for expansion. The ends of the stone curbing at driveways and intersections shall be cut at a bevel or rounded, as directed by the Engineer.
3. Backfilling: The trench for the stone curbing shall be backfilled with approved material; the first layer to be 4 inches in depth, thoroughly rammed; the other layers to be not more than 6 inches in depth and thoroughly rammed until the trench is filled.
4. Openings: Where indicated on the plans, or directed, drainage openings shall be made through the curbing at the elevations and of the size required.

#### **4.0 - Method of Measurement:**

This work will be measured for payment by the actual number of linear feet of stone curbing or curved stone curbing installed and accepted.

Measurement shall be made along the top arris line of face of curb. Curbing to be set on a radius of 100 feet or less will be measured for payment as curved stone curbing.

## **SECTION 07041 - CONTINUED:**

### **5.0 Basis of Payment**

This work will be paid for at the contract unit price per linear foot of "Precast Concrete Curbing", complete in place and accepted.

Price and payment for Precast Concrete Curbing in place shall include the removal of all existing curbing, excavation, processed aggregate base, backfilling and compaction, expansion joints and filler, disposal of surplus and unsuitable material and all materials, equipment, tools, labor, and work incidental to or necessary for the completion of the Item.



## **SECTION 07140**

### **BITUMINOUS CONCRETE DRIVEWAY REPAIR**

#### **1.0 Description**

The work under this item shall include removal and disposal of existing driveways and the furnishing of all plant, labor, equipment, appliances and materials, and in performing all operations in providing the construction of bituminous concrete driveway repairs and driveway ramps at the locations and to the lines and grades as required.

#### **2.0 Materials**

Materials for this work shall conform to the following requirements:

Bituminous Concrete shall conform to the requirements of Section M.04, Class 2, of ConnDOT Form 816.

Processed aggregate for the base course shall conform to the requirements of Section M.02.01 of ConnDOT Form 816.

#### **3.0 Construction Methods**

Construction methods shall conform to the requirements of Section 9.22.03 of ConnDOT Form 816 and the following:

##### **a. Excavation**

Excavation, including removal of any existing driveway, shall be made to the depth below finished grade as shown on the plans or as directed. If subgrade material is soft or spongy, it shall be replaced with suitable material.

##### **b. Base Course**

The base course shall be placed in layers not to exceed 8 inches in depth and to such depth that after compaction it shall be at the required depth below the finished grade of the driveway, driveway ramp, or pedestrian ramp. The base shall be wetted after spreading of each layer.

##### **c. Forms**

When bituminous concrete is spread by hand, forms shall be used. Forms shall be of metal or wood, straight, free from warp and of sufficient strength to prevent springing from the impact of the roller. All forms shall be of a depth equal to the depth of the driveway and shall be securely staked, braced and held firmly to the required line and grade.

## **SECTION 07140 - CONTINUED:**

### **d. Bituminous Concrete Surface**

The surface shall be constructed in accordance with the requirements of Section 4.06 of Form 816, except that the material may be spread by hand and must be suitably compacted by multiple passes of a suitable power roller weighing not less than 500 pounds.

### **e. Backfilling**

The sides of the driveway shall be backfilled with suitable material as directed by the Engineer, and finished flush with the top of the driveway. All surplus material shall be disposed of offsite unless specified otherwise.

## **4.0 Method of Measurement**

This work will be measured as the number of square yards of driveway, completed and accepted.

## **5.0 Basis of Payment**

This work shall be paid for at the contract unit price per square yard for "Bituminous Concrete Driveway Repair", complete in place which shall include all excavation, fill formation of subgrades, disposal of excess material, processed stone base, bituminous concrete and all equipment, tools, labor and materials incidental thereto.

## **SECTION 08045**

### **STUMP REMOVAL**

#### **1.0 Description**

The work under this item shall consist of removing tree stumps from within the project excavation limits and proper disposal offsite.

#### **2.0 Materials**

As required.

#### **3.0 Construction Methods**

All work pertaining to stump removal shall be done in a neat and orderly manner so as not to cause damage to adjacent sidewalk, curb, or vegetation. The Contractor shall remove the roots of trees to a minimum depth of 1-foot below finish grade. Removal shall be completed by excavation or by grinding. Contractor shall take all necessary precautions to protect adjacent utilities during removal.

The contractor shall dispose of stumps and wood chips in a satisfactory manner and shall remove all rubbish and refuse from within the project area.

All excavations made below subgrade surface for the removal of trees, stumps, etc. shall be filled with suitable material which shall be thoroughly compacted.

#### **4.0 Method of Measurement**

Stump Removal shall be measured on per-each basis.

#### **5.0 Basis of Payment**

This work will be paid for at the per each price for "Stump Removal" which price shall include all material, tools, equipment and labor incidental thereto.

## **SECTION 08060**

### **RESTORATION**

#### **1.0 DESCRIPTION:**

- a. The Contractor shall replace and/or restore to the condition existing immediately prior to construction or better than this condition, all signs, mailboxes, topsoil, lawns, fences, fields, walls, driveways, walks, curbs, incidental works, or any and all other property removed or harmed in any way by reason of work done under this Contract except pavement repair or any item excepted elsewhere in the Contract Documents.
- b. NON MAINTAINED AREA: Non-maintained areas are defined as pastures, orchards, open-field, woodlands or other areas which are not regularly maintained by the property owner.
- c. MAINTAINED AREA: A maintained area is defined as a lawn, garden, shrub area, drive, walk or other surface or surface structures, all of which are maintained in a regular fashion.
- d. Restoration of maintained lawns (grass) shall be as provided under Section 08020, "Liming, Fertilizing, Seeding and/or Mulching" of these contract specifications.

#### **2.0 MATERIALS:**

As required by the Contractor.

#### **3.0 CONSTRUCTION METHODS:**

- a. The work shall include the following:
  1. Replace to an equivalent depth any topsoil that has been removed during the excavation, but not less than 4 inches.
  2. Remove from the property upon completion of the Work or sooner as directed by the Engineer all excess materials of construction such as stone, pipe, concrete block, gravel, etc. that the Contractor may have stockpiled for use during the course of the Work.
  3. Leave the land in smooth, even condition. All ruts, holes or other undesirable grading conditions which resulted from work under this Contract shall be filled and the area so graded to eliminate ponding. All drainage courses shall be restored to their pre-existing condition or better.
  4. Fertilize and seed as specified on the plans those areas where the original ground cover was removed or disturbed by operations under this Contract.

## **SECTION 08060 - CONTINUED:**

5. Reset all public or private monuments, iron pipes or other types of property line and geodetic markers damaged or disturbed by operations under this Contract. This work will be done by a licensed land surveyor or authorized agent approved by the Engineer, at no additional cost to the Owner.
  6. Repair, reset, relocate or replace as directed by the Engineer, all walks, driveways, curbs, pipes, walls, utilities, fences, railings, stone walls, etc., and ornamental or utilitarian domestic accessories, such as but not limited to arbors, fireplaces, sheds and incinerators, or other surfaces, structures, or property which may have been damaged, either directly or indirectly by his operations under this Contract.
  7. Mailboxes shall be moved and reset as necessary so that the front of each mailbox is zero–12 inches from the proposed edge of road.
- b. Walks and driveways shall be equivalent to that removed but in no case shall concrete or bituminous concrete walks and driveways be of less quality than that shown on the Contract Drawings.
  - c. In addition the Contractor shall notify each property owner of those trees and shrubs which must be removed during construction. These items shall not be replaced by the Contractor.
  - d. All work under this section shall conform to the applicable sections of these specifications and the Standard Specifications.

### **4.0 METHOD OF MEASUREMENT:**

The costs for restoration will be included in the bid and will not be measured for payment.

### **5.0 BASIS OF PAYMENT:**

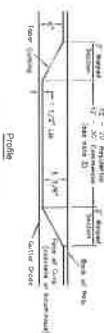
There will not be a separate pay item for this item.

## **ATTACHMENT “F”**

DPW, Sidewalk & Driveway Details Map. See Map attached.

## DRIVEWAYS

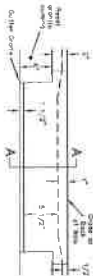
### Typical Driveway



### Plan

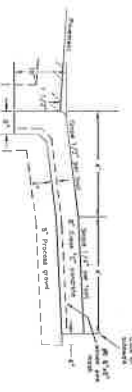


### Profile

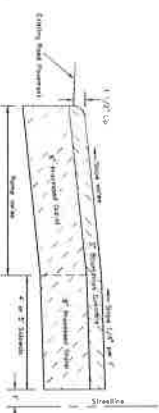


### Residential Concrete Apron Replacement

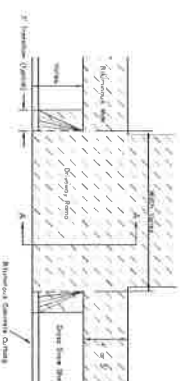
NOTE: Concrete apron removal is at least 30" from property line and 12" from driveway curb.



### Section A-A



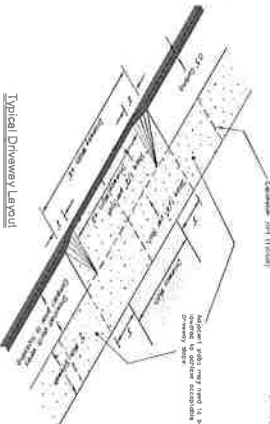
### Plan



### Residential Blumhouse Driveway and Sidewalk

NOTE: Concrete apron removal is at least 30" from property line and 12" from driveway curb.

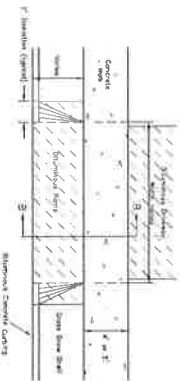
### Typical Driveway Layout



### Section B-B



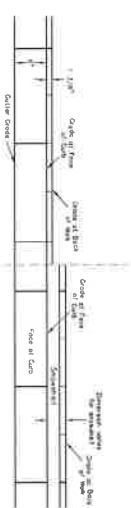
### Plan



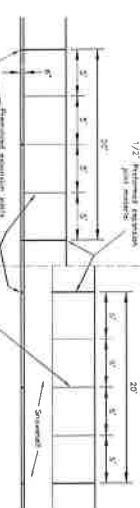
### Residential Concrete Sidewalk with Blumhouse Apron

NOTE: Concrete apron removal is at least 30" from property line and 12" from driveway curb.

### Profile



### Profile



### Monolithic Sidewalk Plan

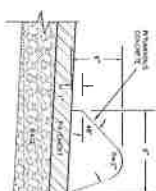
CONCRETE SHALL BE CLASS "C" AND 200 PSI MIN. DITCH (N.13)

### Concrete Curb and Walk

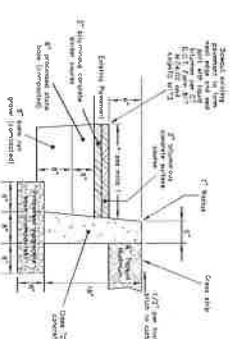
(N.13)

### Blumhouse Concrete Lip Curb

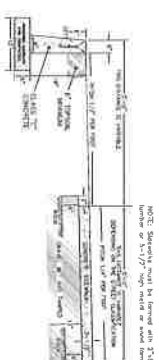
Machine Formed



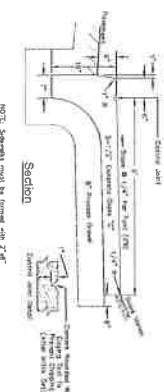
### Poured in Place Concrete Curb



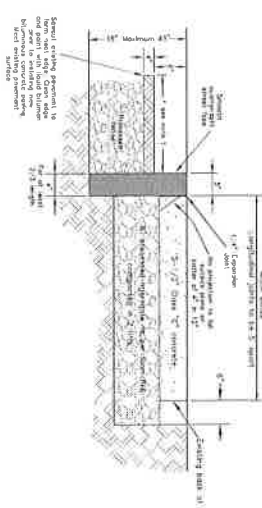
### Typical Curb & Sidewalk



### Typical Monolithic Curb & Sidewalk



### Grading Curb



## CURBING

Detail Sheet		DATE
Sidewalk and Driveway Standards		2/20/19
REVISIONS BY DATE		
NO.	DESCRIPTION	DATE
1	ADD	2/20/19
2	REVISE	2/20/19
3	REVISE	2/20/19
4	REVISE	2/20/19
5	REVISE	2/20/19
6	REVISE	2/20/19
7	REVISE	2/20/19
8	REVISE	2/20/19
9	REVISE	2/20/19
10	REVISE	2/20/19
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21	REVISE	2/20/19
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Engineering Division  
City Hall  
Meriden, Connecticut  
Room 19