

REQUEST FOR PROPOSAL #8866
THE CITY OF WATERBURY
on Behalf of
FAMILY & CHILDREN'S AID, INC. (FCA)
for
Solar Panel Removal and Reinstallation

The Family & Children's Aid, Inc. (FCA) is seeking qualified electrical contractors to remove, provide storage for, and reinstall solar panels located on their roof in accordance with the specifications set forth herein. The work is to be performed at the Family and Children's Aid facility located at 30 Holmes Avenue, Waterbury, CT. This RFP process shall be conducted consistent with the provisions of the City of Waterbury Code of Ordinances, Chapters 38-39, also known as the City's Purchasing Ordinance. The process shall be administered by the City of Waterbury Purchasing Department, Kevin McCaffery, Director of Purchasing.

A. Background

The City of Waterbury, is the administrator of certain CDBG funding received by the City of Waterbury (City) under the Community Development Block Grant funds. The City has selected Family & Children's Aid as a sub-recipient of a portion of that funding and the City and FCA entered into a Sub-recipient Contract with the City of Waterbury on August 12, 2025. Family & Children's Aid is a provider of Behavioral Health Services for youths receiving therapy at FCA's Waterbury, CT facility located at 30 Holmes Avenue. The selected firm(s) will be expected to perform comprehensive solutions due to established deadlines in place for the commitment and expenditure of the Grant funds.

Requirements for the CDBG will apply to the use of CDBG funds, unless and except as otherwise provided for by the alternative requirements, waivers, modifications, and flexibilities established under the "Community Development Fund"), and as further stated in HUD's "Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program, Fiscal Year 2025 and 2026 Community Block Grants, and for Other Formula Programs" (Federal Register/Vol. 85, No. 162, August 20, 2020/Notices; Docket No. FR-6218-N-01), or any subsequent waivers, amendments, or replacements as may occur from time-to-time to said Notice.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the Department of Housing and Urban Development (HUD), U.S. Office of Management and Budget or any other Federal agency governing the Community Development Block Grant Program and CBDG funding. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19, Government Debarment and Suspension.

B. Qualifications

Eligible proposers will be those individuals, firms, businesses, and companies that have the following qualifications:

1. Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.

3. A proposer with a proven track record in providing these types of or similar services.
4. Sufficient capacity and staffing to undertake and provide comprehensive solar services for the project defines in the specifications.
5. Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes.
6. Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.

C. Scope of Services

The selected firm will perform Solar Panel Removal and Reinstallation installation for 153 solar panels:

Timeline of job: See section D. Agreement Period

- A. System shutdown and safety** The contractor must shut down the system safely and confirms the work area is secure. Disconnects are to be handled correctly and the system is prepared for removal.
- B. Step 2 Panel removal and labeling** Panels are to be removed carefully, labeled, and organized and stored safely in a secure locking storage tank provided by the contractor to be located in the adjacent parking lot for up to 90 days.
- C. Step 3 Mounting and attachments removal** Rails, feet, attachments, and related hardware and weights are to be removed and stored safely in a secure storage tank provided by the contractor to be located in the adjacent parking lot for up to 90 days.
- D. Step 4 When roof work is completed** When the roofing company completes the roof replacement, Solar reinstall should begin when the roof surface is ready
- E. New mounting setup and waterproofing** The contractor relocates the mounting weight system to the roof utilizing and safe waterproofing practices.
- F. Panel reinstall and alignment** Panels are reinstalled, aligned, secured properly, and checked for correct spacing and attachment.
- G. Electrical reconnection and performance test** The system is reconnected by the contractor and tested and inspected by the City. The goal is to confirm the system starts correctly and returns to normal production.

1. Scope of Work Summary. Anticipated services to be performed by the contractor shall include, but are not limited to, the following:

- a. Prospective proposers should perform the testing of the existing panels to determine operational status.
- b. Provide necessary exploratory work to determine the projected scope of possible damaged panels and/or wiring etc.
- c. Clean work area at the end of each workday after completion of work.
- d. Provide all permits, labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project.

D. Agreement Period

Contractor is expected to be available to remove and store the solar panels by mid July 2026 and reinstall when the roof is completed. The roof completion date is estimated to be mid August 2026 with the panels being reinstalled 90 days from the

date the panels are removed estimated to be by the end of September 2026.

E. Insurance

The respondent shall provide insurance as set for in Attachment D provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. FCA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. FCA is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. It is compliant with Title VI of the Civil Rights Act of 1964.
2. **There will be a mandatory Information Session with respect to this RFP on June 30, 2026 at 9:00AM at 30 Holmes Ave, Waterbury, CT. ATTENDANCE AND ON-TIME SIGN-IN AT THE Information Session IS MANDATORY. THOSE LATE/NOT ATTENDING WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.**
3. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on July 2, 2026**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by July 7, 2026, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748

G. Management

Any contract or purchase order resulting from this RFP will be managed by the City of Waterbury, Director of the Office of Community Development or his designee for Family & Children's Aid, Inc.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the property of the City and FCA. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement

process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, provided under a contract awarded as a result of the RFP is to be the sole property of the Family & Children's Aid.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City and Family & Children's Aid.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. FCA may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if FCA deems it to be necessary, appropriate or otherwise in the best interests of the City of Waterbury or Family & Children's Aid. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its option, FCA may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to staff the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by FCA, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by FCA. At its discretion, FCA may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by FCA.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have approval of FCA prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by FCA to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by FCA, at its option. While changes are not permitted, clarification of proposals may be required by FCA at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy FCA's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City and FCA.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City or FCA participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the standard Contract/Agreement language. See Attachment B.
15. Any contract resulting from this RFP process will represent the entire agreement between the proposer and FCA and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. FCA shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by FCA. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and FCA.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and five **(5)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or thumb drive, must be received at the following address no later than **11:30AM July 14, 2026. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Kevin McCaffery, Director of Purchasing, City of Waterbury, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their company's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City or FCA in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items

listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Company Name.
- b. Permanent main office address.
- c. Date company organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus along with a detailed description of proposed project lead(s) and support team.
- b. Summary of Relevant Experience. A listing of similar Projects whereby the proposer has provided similar assessment and design- engineering services to in the past seven (7) years. For each, provide the organization name and the name, title, email address and telephone number of a responsible contact person.
 - For each, provide a summary overview of the project/services provided, duration of time, success of project/services provided and status of completion.
 - Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. Identify the service team who would be assigned to provide the desired services. Include a resume for each detailing general and specific relatable experience for the services requested, professional education, certifications and years of service with the company. Describe the company's ability to replace assigned personnel with equivalent experience should a change be necessitated by the company or FCA.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications, Work Plan and Other

- a. Qualifications. For each item listed in Section B- Qualifications, please describe your company's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed.
- b. Solar — Services. Please provide a detailed overview of your proposed services, capacity and all associated features and value added components.
- c. Work Plan. Please describe the anticipated work plan and approach to providing the requested services.

- d. Assigned Personnel. Provide a complete listing of key assigned person(s) by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

4. Cost Schedule.

See Attachment E: Cost Proposal Form.

The City and FCA reserve the right to negotiate costs, scope of services, and key personnel based on provider proposals.

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5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
 - b. Have you ever defaulted on a contract? If so, where and why?
 - c. Is there any pending litigation which could affect your organization's ability to provide these services? If so, please describe.
 - d. Has your company ever had a contract terminated for cause within the past five years? If yes, provide details.
 - e. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City or FCA may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Quality Assurance & Disciplinary Action. Please provide an overview of your organization's system of quality control. Provide an affirmative statement that the company has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection

process. They are presented as a guide for the proposer in understanding the City's and FCA's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach & work plan along with the quality of the overall proposal and assigned program manager(s).
- b. Proposed hourly rates.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, Qualifications of this RFP. The City may contact one or more of the organization references listed in Section 1.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

2. Selection Process

The City and FCA may elect to have the proposals evaluated by a consultant of its choosing as part of the selection process. If deemed necessary, FCA reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short- listing of the proposals received.

K. Rights Reserved To FCA

FCA reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City or FCA contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City and FCA also reserve the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of FCA will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3

Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance". Prevailing wage information applicable to this project is included at **Attachment F**.

M. State Set-Aside Requirements NOT APPLICABLE

- i. The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by Public Act 23-204 and Public Act 25-168. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at <https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports>

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Performance/Payment Bonds

The Proposer to whom a contract is offered, must furnish to FCA, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City’s sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

P. Bid Bond

Each Proposal with a total cost greater than \$50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

Q. Federal Prevailing Wages

Proposers are advised that Davis-Bacon prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the U.S. Department of Labor. Bidder’s attention is directed to the attached wage rate schedules and documentation. Proposer’s attention is directed to **Attachment F – Wage Rate Documentation**.

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

FILL IN AND RETURN WITH YOUR SUBMISSION

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

Spouse

Joint

Child

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

Spouse

Joint

Child

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1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

Hand-Delivered

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City of Waterbury Certification Regarding Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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CITY OF WATERBURY DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of _____

SS.: _____

County of _____

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

1. I am the **owner, partner, officer, representative, agent or** _____ of _____ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

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CITY OF WATERBURY DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

Attachment B Documents

- SAMPLE CONTRACT
- SAMPLE CORPORATE RESOLUTION
- SAMPLE LLC RESOLUTION

AGREEMENT

For

SOLAR PANEL REMOVAL AND REINSTALLATION

30 HOLMES AVE, WATERBURY, CT 06702

Between

FAMILY AND CHILDREN'S AID, INC.

And

CONTRACTOR

THIS AGREEMENT, effective on the date signed by both parties, is by and between FAMILY AND CHILDREN'S AID, 80 WEST STREET, DANBURY, Connecticut and _____, located at _____, Connecticut, a State of Connecticut duly registered corporation (the "Contractor").

WHEREAS, the FAMILY AND CHILDREN'S AID, purchases under the Agreement will be funded by monies received by it through the City of Waterbury through the Community Development Block Grant funding received by the City.

WHEREAS, the Contractor submitted a proposal to the City responding to RFP for THE REMOVAL AND REINSTALLATION OF SOLAR PANELS at FAMILY AND CHILDREN'S AID's Waterbury facility located at 30 HOLMES AVE, WATERBURY, CT 06702; and

WHEREAS, FAMILY AND CHILDREN'S AID selected the Contractor to perform services based on its response to the RFP; and

WHEREAS, FAMILY AND CHILDREN'S AID desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide FAMILY & CHILDREN'S AID's facility located at 30 HOLMES AVE, Waterbury, CT, including but not limited to:

as further detailed and described in Attachment A and hereby made material provisions of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 FAMILY & CHILDREN'S AID's solicitation documents, RFP (attached hereto)

1.1.2 _____ Cost Proposal dated DATE (attached hereto)

1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.4 Certificates of Insurance, incorporated by reference

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.6 All Required Licenses

1.2. The entirety of Attachment A plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). FAMILY & CHILDREN'S AID's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 _____ Cost Proposal dated _____ (attached hereto).

1.2.3 FAMILY & CHILDREN'S AID's solicitation documents, RFP.

1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City or FAMILY & CHILDREN'S AID, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel

engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. **Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. **Responsibilities of the Contractor.** All data, information, etc. given by FAMILY & CHILDREN'S AID to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to FAMILY & CHILDREN'S AID and confidential unless FAMILY & CHILDREN'S AID agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. **Working Hours.** To the extent the Contractor is required to be on FAMILY & CHILDREN'S AID property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours FAMILY & CHILDREN'S AID sets forth in a written notice to the Contractor, unless written permission is obtained from FAMILY & CHILDREN'S AID to work during other times. This condition shall not excuse Contractor from timely performance under the Contract.

3.2. **Cleaning Up.** To the extent the Contractor is required to be on FAMILY & CHILDREN'S AID property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, FAMILY & CHILDREN'S AID may remove the rubbish and charge the cost to the Contractor.

3.3. **Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.4. **Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.5. **Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with FAMILY & CHILDREN'S AID's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence-) and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.5.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.5.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.5.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.5.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.5.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.5.6 has given FAMILY & CHILDREN'S AID written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.5.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.6. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the FAMILY & CHILDREN'S AID or the City setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, FAMILY & CHILDREN'S AID hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. **Responsibilities of the FAMILY & CHILDREN'S AID.** Upon FAMILY & CHILDREN'S AID's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials FAMILY & CHILDREN'S AID agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and FAMILY & CHILDREN'S AID will endeavor to secure, where feasible and where FAMILY & CHILDREN'S AID agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.
5. **Contract Time.** The term of this Contract shall commence upon execution of this Agreement by both parties, pending all necessary approvals, and terminate August 31, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). 5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and FAMILY & CHILDREN'S AID, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to FAMILY & CHILDREN'S AID imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.
6. **Compensation.** FAMILY & CHILDREN'S AID shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed _____ dollars (\$_____.00).

The compensation shall be paid in conformity with the _____ Cost Proposal dated _____, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by FAMILY & CHILDREN'S AID upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by any applicable law or regulation. Contractor's invoices shall

describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to FAMILY & CHILDREN'S AID.

6.2. Review of Work. The Contractor shall permit FAMILY & CHILDREN'S AID to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. FAMILY & CHILDREN'S AID shall not certify fees for payment to the Contractor until FAMILY & CHILDREN'S AID has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.3. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP shall be solely borne by the Contractor and are not included in the compensation to be paid by FAMILY & CHILDREN'S AID to the Contractor under this Contract or any other Contract.

6.4. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to FAMILY & CHILDREN'S AID that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to FAMILY & CHILDREN'S AID hereunder shall pass to FAMILY & CHILDREN'S AID upon FAMILY & CHILDREN'S AID payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that FAMILY & CHILDREN'S AID shall be responsible for loss or damage caused by FAMILY & CHILDREN'S AID's negligence

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless FAMILY & CHILDREN'S AID and the City of Waterbury, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any

subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against FAMILY & CHILDREN'S AID or any of its agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend FAMILY & CHILDREN'S AID and the City of Waterbury and the agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to FAMILY & CHILDREN'S AID the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold FAMILY & CHILDREN'S AID harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and 29 services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless FAMILY & CHILDREN'S AID from any fine, penalty or other amounts imposed on FAMILY & CHILDREN'S AID under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by FAMILY & CHILDREN'S AID. Insurance shall be provided by insurers that are satisfactory to FAMILY & CHILDREN'S AID, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or

higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent FAMILY & CHILDREN'S AID approved rating system.

9.2. At no additional cost to FAMILY & CHILDREN'S AID, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect FAMILY & CHILDREN'S AID and the City of Waterbury from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,

\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate.

Providing coverage to protect FAMILY & CHILDREN'S AID and the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit each accident any auto, all owned and hired autos

9.4.3 Professional Liability Insurance: \$1,000,000.00 each wrongful act. \$1,000,000.00 aggregate limit Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor. 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 date of this contract. If the policy is replaced and/or the retroactive date changes, 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.

9.4.4 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability: EL Each Accident \$1,000,000.00 EL Disease Each Employee \$1,000,000.00 EL Disease Policy Limit \$1,000,000.00 Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, FAMILY & CHILDREN'S AID may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: FAMILY & CHILDREN'S AID shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add FAMILY & CHILDREN'S AID and the City as additional insureds and provide a waiver of 31 subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to FAMILY & CHILDREN'S AID, subject to FAMILY & CHILDREN'S AID's approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "FAMILY & CHILDREN'S AID and the City of Waterbury are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation." The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to FAMILY & CHILDREN'S AID, 80 West Street, Danbury, CT, Attn: Kevin McNellis

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR Part 3); DAVIS-BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31, Violence Against Women Act of 1994, 42 U.S.C. Chapter 36 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City of Waterbury Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the

Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The Contractor remains liable for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. **Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior

psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person 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 related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, FAMILY & CHILDREN'S AID shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of FAMILY & CHILDREN'S AID, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to FAMILY & CHILDREN'S AID for damages sustained by it by virtue of any breach of this Contract by the Contractor, and FAMILY & CHILDREN'S AID may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due FAMILY & CHILDREN'S AID from the Contractor is determined.

13.2. Termination for Convenience of FAMILY & CHILDREN'S AID. FAMILY & CHILDREN'S AID may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of FAMILY & CHILDREN'S AID, by a notice in writing from FAMILY & CHILDREN'S AID to the Contractor. If this Contract is terminated by FAMILY &

CHILDREN'S AID as provided herein, FAMILY & CHILDREN'S AID will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that FAMILY & CHILDREN'S AID is a non-profit corporation and that this Contract is subject to the appropriation of grant funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that FAMILY & CHILDREN'S AID shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for FAMILY & CHILDREN'S AID payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - FAMILY & CHILDREN'S AID shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by FAMILY & CHILDREN'S AID in advance of the services rendered hereunder in reliance on FAMILY & CHILDREN'S AID's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable FAMILY & CHILDREN'S AID to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, FAMILY & CHILDREN'S AID shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, FAMILY & CHILDREN'S AID may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as FAMILY & CHILDREN'S AID may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall FAMILY & CHILDREN'S AID be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - FAMILY & CHILDREN'S AID not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by FAMILY & CHILDREN'S AID in advance of the services rendered hereunder in reliance on FAMILY & CHILDREN'S AID's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event FAMILY & CHILDREN'S AID terminates this Contract for cause, the Contractor shall relinquish to FAMILY & CHILDREN'S AID any

applicable interest, title and ownership 35 including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) FAMILY & CHILDREN'S AID. With regard to third party products, the Contractor shall transfer all licenses to FAMILY & CHILDREN'S AID which the Contractor is permitted to transfer in accordance with the applicable third party license. FAMILY & CHILDREN'S AID shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by FAMILY & CHILDREN'S AID prior to such termination. The Contractor shall be liable for costs incurred by FAMILY & CHILDREN'S AID, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by FAMILY & CHILDREN'S AID for lack of funding or convenience, FAMILY & CHILDREN'S AID shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to FAMILY & CHILDREN'S AID as of the Termination Date and the Contractor shall relinquish to FAMILY & CHILDREN'S AID any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by FAMILY & CHILDREN'S AID (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience FAMILY & CHILDREN'S AID and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to FAMILY & CHILDREN'S AID, terminate this Contract if FAMILY & CHILDREN'S AID materially breaches, provided that the Contractor shall give FAMILY & CHILDREN'S AID thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by FAMILY & CHILDREN'S AID for work performed prior to such termination date and the Contractor shall deliver to FAMILY & CHILDREN'S AID all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, FAMILY & CHILDREN'S AID shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as FAMILY & CHILDREN'S AID may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to FAMILY & CHILDREN'S AID, in a manner reasonably specified by FAMILY & CHILDREN'S AID, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, FAMILY & CHILDREN'S AID, and (ii) FAMILY & CHILDREN'S AID shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. FAMILY & CHILDREN'S AID acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of FAMILY & CHILDREN'S AID upon FAMILY & CHILDREN'S AID's payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall FAMILY & CHILDREN'S AID acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. FAMILY & CHILDREN'S AID acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor FAMILY & CHILDREN'S AID shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation: 15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies. 15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth herein.

16. Subcontracting. The Contractor shall not, without the prior written approval of FAMILY & CHILDREN'S AID, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name FAMILY & CHILDREN'S AID as an additional insured party and said subcontractors shall deliver to FAMILY & CHILDREN'S AID a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to FAMILY & CHILDREN'S AID for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly

employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of FAMILY & CHILDREN'S AID; provided, however, that claims for money due or to become due the Contractor from FAMILY & CHILDREN'S AID under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to FAMILY & CHILDREN'S AID.

18. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, FAMILY & CHILDREN'S AID property or item(s) intended to become FAMILY & CHILDREN'S AID property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing FAMILY & CHILDREN'S AID's written acceptance of all completed repairs and replacements required hereunder. FAMILY & CHILDREN'S AID hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

19. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

20. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by FAMILY & CHILDREN'S AID and the Contractor.

21. Independent Contractor Relationship. The relationship between FAMILY & CHILDREN'S AID and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of FAMILY & CHILDREN'S AID. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of FAMILY & CHILDREN'S AID, but is/are and shall remain an independent: contractor relative to FAMILY & CHILDREN'S AID and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the FAMILY & CHILDREN'S AID and the Contractor or between FAMILY & CHILDREN'S AID and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely

and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

22. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

23. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

24. Contract Change Orders.

24.1. At the sole discretion of FAMILY & CHILDREN'S AID, a Change Order may be issued solely by FAMILY & CHILDREN'S AID to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

24.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

24.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

24.1.3 the Final Completion Date has not been changed.

24.2. Notwithstanding the foregoing, a Change Order shall not include:

24.2.1 an upward adjustment to a Contractor's payment claim, or

24.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

24.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by FAMILY & CHILDREN'S AID and any FAMILY & CHILDREN'S AID designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any FAMILY & CHILDREN'S AID designated representative(s), and a duly authorized representative of FAMILY & CHILDREN'S AID prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract.

25. Conflicts or Disputes. This Contract represents the full and complete concurrence between FAMILY & CHILDREN'S AID and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) FAMILY & CHILDREN'S AID's aforementioned RFP and (ii) the Contractor's proposal responding to the aforementioned RFP.

25.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

25.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

26. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

27. Binding Agreement. FAMILY & CHILDREN'S AID and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

28. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

29. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

30. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

Attn: CONTRACTOR NAME

CONTRACTOR ADDRESS

FAMILY & CHILDREN'S AID:

Attn: KEVIN MCNELLIS

80 WEST STREET, DANBURY, CT 06810

31. City of Waterbury Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

31.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

31.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

31.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

31.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

31.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

31.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or

contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

31.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

31.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

31.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

31.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: 42 ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

31.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

31.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter

of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

31.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CONTRACTOR NAME

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

WITNESSES:

FAMILY & CHILDREN'S AID

Sign: _____
Print name: _____

By: _____

Its: _____

Sign: _____
Print name: _____

Date: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE
and NON-COLLUSION STATEMENT

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____

By: _____

(Title)

Business Address: _____

(City, State, Zip Code)

Phone: _____

Email: _____

Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL #8866
THE CITY OF WATERBURY
on Behalf of
FAMILY & CHILDREN'S AID, INC. (FCA)
for
Solar Panel Removal and Reinstallation

ATTACHMENT D

Insurance Requirements

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by FCA. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by FCA. Insurance shall be provided by insurers that are satisfactory to FCA, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to FCA, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect FCA from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to

investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed

operations aggregate

9.4.2 Excess/Umbrella Insurance: \$1,000,000.00 Each Occurrence, **\$1,000,000.00** Aggregate

9.4.3 Professional Liability / Errors & Omissions Insurance: \$1,000,000.00 each wrongful act. **\$1,000,000.00** aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, FCA may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: FCA shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add FCA as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to FCA, subject to FCA's approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of FCA, as follows: **"Family and Children's Aid, Inc. is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation except Professional Liability."** FCA's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to Family and Children's Aid, Inc., ATTN: Kevin McNellis, located at 30 Holmes Avenue, Waterbury CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to FCA a copy of the Contractor's insurance policies, endorsements and riders.

Attachment E Document

- PRICE PROPOSAL FORM

ATTACHMENT E

Price Proposal

(Must be submitted as part of RFP # 8866 response in a separate sealed envelope, marked "Confidential: Price .")

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

(Print or Type Company/Corporate Name)

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page(s)]

Base Price

ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (In Figures)		TOTAL AMOUNT (In Figures)	
				DOLLARS	CENTS	DOLLARS	CENTS
1	EA	1	System shutdown and preparation for removal of solar panels (153 total panels) FOR _____ DOLLARS CENTS				
2	EA	1	Panel removal and labeling (153 total panels) FOR _____ DOLLARS CENTS				
3	EA	1	Mounting system and attachment removal FOR _____ DOLLARS CENTS				
4	EA	1	Supply storage container for solar panels, general equipment, mountings, and attachments (Include delivery, placement, and removal of container) (153 total panels) FOR _____ DOLLARS CENTS				
5	EA	1	Mounting System Reinstallation and Waterproofing FOR _____ DOLLARS CENTS				
6	EA	1	Solar Panel Reinstallation and Alignment (153 total panels) FOR _____ DOLLARS CENTS				
7	EA	1	Electrical Reconnection, Testing, and Commissioning (153 total panels) FOR _____ DOLLARS CENTS				

TOTAL PRICE - (Sum of Total Amounts for Bid Items 1-7 set out above):

_____ Dollars

and _____ Cents
(Amount In Words)

\$ _____
(Amount In Figures)

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

The undersigned also agrees that the quantities indicated are for price comparison purposes only and are not represented to be actual quantities for completion of the Work.

Respectfully submitted by:

Social Security Number or
Federal Identification Number
(Print or Type)

Company/Corporate Name (Print or Type)

Signature of Authorized Official

Name of Authorized Official (Print or Type)

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

Business Address: (Print or Type)

Business Fax Number: (Print or Type)

City, State, Zip Code: (Print or Type)

Business Mobile Number: (Print or Type)

Business Telephone Number: (Print or Type)
(Print or Type)

Business Email Address:

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF ATTACHMENT E

Attachment F Documents

**Federal Prevailing Wages
Federal Labor Standards**

"General Decision Number: CT20260016 05/18/2026

State: Connecticut

Construction Types: Heavy

Counties: Connecticut Counties of
New Haven

Modification Number Publication Date

1 01/23/2026

2 05/18/2026

BRCT0001-011 01/05/2026

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

BRCT0001-012 01/05/2026

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

CARP0326-011 05/05/2025

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

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

WOLCOTT, WOODBRIDGE).....\$ 50.49 29.19

CARP0326-020 05/05/2025

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

CARP1121-006 01/05/2026

	Rates	Fringes
MILLWRIGHT.....	\$ 45.14	30.24

ELEC0090-004 06/01/2025

	Rates	Fringes
ELECTRICIAN (ENTIRE COUNTY EXCLUDING BEACON FALLS, MIDDLEBURY, MILFORD, NAUGATUCK, OXFORD, PROSPECT, SEYMOUR, SOUTHBURY, WATERBURY AND WOLCOTT TOWNSHIPS).....	\$ 46.48	38.05

ELEC0488-007 06/01/2025

	Rates	Fringes
ELECTRICIAN (BEACON FALLS, MIDDLEBURY, MILFORD, NAUGATUCK, OXFORD, PROSPECT, SEYMOUR, SOUTHBURY, WATERBURY AND WOLCOTT TOWNSHIPS).....	\$ 47.40	36.74

ENGI0478-001 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 4 TRENCHING MACHINES, LIGHTER DERRICK, CONCRETE FINISHING MACHINE, CMI MACHINE OR SIMILAR, KOEHRING LOADER (SKOOPER). A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 51.92	29.80
POWER EQUIPMENT OPERATORS: GROUP 21 EXCAVATOR, GRADALL, MASTER MECHANIC, HOISTING ENGINEER (ALL TYPES OF EQUIPMENT WHERE A DRUM AND CABLE ARE USED TO HOIST OR DRAG MATERIAL REGARDLESS OF MOTIVE POWER OR OPERAING), RUBBER TIRE EXCAVATOR (DROTT 1085 SIMILAR), GRADER OPERATOR, BULLDOZER FINEGRADE (SLOPES SHAPING, LASER OR GPS, ECT.) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL		

DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 51.92 29.80

POWER EQUIPMENT OPERATORS: GROUP 20 EXCAVATOR OVER 2 CUBIC YARDS; PILE DRIVER(\$3.00 PREMIUM WHEN OPERATOR CONTROLS HAMMER). A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 52.92 29.80

POWER EQUIPMENT OPERATORS: GROUP 19 FRONT END LOADER(7 CUBIC YARDS OR OVER); WORK BOAT 26 FT. AND OVER. A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 53.33 29.80

POWER EQUIPMENT OPERATORS: GROUP 18 MAINTENANCE ENGINEER. A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE

WORKING DAY BEFORE AND THE WORKING DAY AFTER THE
HOLIDAY.....\$ 42.20 29.80

POWER EQUIPMENT OPERATORS: GROUP 17 GENERATOR
OPERATOR, COMPRESSOR OPERATOR, PUMP
OPERATOR,WELDING MACHINE OPERATOR; HEATER OPERATOR.

A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE
HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE
WORKING DAY BEFORE AND THE WORKING DAY AFTER THE
HOLIDAY.....\$ 43.06 29.80

POWER EQUIPMENT OPERATORS: GROUP 16 ELEVATOR
OPERATOR, TOW MOTOR OPERATOR (SOLID TIRE NO ROUGH
TERRAIN). A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD
FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE
HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE
WORKING DAY BEFORE AND THE WORKING DAY AFTER THE
HOLIDAY.....\$ 43.60 29.80

POWER EQUIPMENT OPERATORS: GROUP 15 POWER SAFETY
BOAT, VACUUM TRUCK, ZIM MIXER, SWEEPER; (MINIMUM
FOR ANY JOB REQUIRING A CDL LICENSE) . A. PAID
HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL
DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY
AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3
DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF
SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE

AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 44.70 29.80

POWER EQUIPMENT OPERATORS: GROUP 14 COMPRESSOR BATTERY OPERATOR. A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 45.12 29.80

POWER EQUIPMENT OPERATORS: GROUP 13 PORTABLE ASPHALT PLANT OPERATOR, PORTABLE CONCRETE PLANT OPERATOR, PORTABLE CRUSHER PLANT OPERATOR, PORTABLE GROUT PLANT OPERATOR, PORTABLE WATER FILTRATION PLANT OPERATOR. A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 47.91 29.80

POWER EQUIPMENT OPERATORS: GROUP 12 WELLPOINT OPERATOR. A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 45.87 29.80

POWER EQUIPMENT OPERATORS: GROUP 11 CONVEYOR,

EARTH ROLLER, POWER PAVEMENT BREAKER (WHIPHAMMER),
 ROBOT DEMOLITION EQUIPMENT. A. PAID HOLIDAYS: NEW
 YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE
 DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY,
 PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK
 IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF
 SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING
 DAY AFTER THE HOLIDAY.....\$ 45.96 29.80

POWER EQUIPMENT OPERATORS: GROUP 10 VIBRATORY
 HAMMER,ICE MACHINE, DIESEL & AIR, HAMMER, ETC. A.
 PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY,
 MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
 THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
 EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE
 HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE
 WORKING DAY BEFORE AND THE WORKING DAY AFTER THE
 HOLIDAY.....\$ 45.96 29.80

POWER EQUIPMENT OPERATORS: GROUP 9 FRONT END
 LOADER (UNDER 3 CUBIC YARDS), SKID STEER LOADER
 (REGARDLESS OF ATTACHMENTS), BOBCAT OR SIMILAR,
 FORKLIFT, POWER CHIPPER, LANDSCAPE EQUIPMENT
 (INCLUDING HYDROSEEDER), VACUUM EXCAVATION TRUCK
 AND HYDROVAC EXCAVATION TRUCK (27 HG PRESSURE OR
 GREATER). A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD
 FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
 THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
 EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE
 HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE
 WORKING DAY BEFORE AND THE WORKING DAY AFTER THE

HOLIDAY.....\$ 48.67 29.80

POWER EQUIPMENT OPERATORS: GROUP 8 MECHANIC, GREASE TRUCK OPERATOR, HYDOBLASTER, BARRIER MOVER, POWER STONE SPREADER, WELDER, WORK BOAT UNDER 26 FT. TRANSFER MACHINE. A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING

DAY AFTER THE HOLIDAY.....\$ 49.25 29.80

POWER EQUIPMENT OPERATORS: GROUP 7 ASPHALT ROLLER, CONCRETE SAWS AND CUTTERS (RIDE ON TYPES), VERMEER CONCRETE CUTTER, STUMP GRINDER, SCRAPER, SNOOPER, SKIDDER, MILLING MACHINE (24" AND UNDER MANDREL). A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE

HOLIDAY.....\$ 49.25 29.80

POWER EQUIPMENT OPERATORS: GROUP 6 FRONT END LOADER (3 CU. YDS. UP TO 7 CU. YARDS), BULLDOZER (ROUGH GRADE DOZER) . A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF

SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 50.22 29.80

POWER EQUIPMENT OPERATORS: GROUP 5 SPECIALTY RAILROAD EQUIPMENT, ASPHALT SPREADER, ASPHALT RECLAIMING MACHINE, LINE GRIDER, CONCRETE PUMPS, DRILLS WITH SELF CONTAINED POWER UNITS, BORING MACHINE, POST HOLE DIGGER, AUGER, POUNDER, WELL DIGGER, MILLING MACHINE (OVER 24' MANDREL), SIDE BOOM, COMBINATION HOE AND LOADER, DIRECTIONAL DRILLER A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD

FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 50.63 29.80

POWER EQUIPMENT OPERATORS: GROUP 3 CRANES (UNDER 100 TON RATED CAPACITY) HAZARDOUS WASTE PREMIUM \$3.00 PER HOUR OVER CLASSIFIED RATE. CRANE WITH BOOM, INCLUDING JIB, 150 FEET - \$1.50 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 200 FEET - \$2.50 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 300 FEET - \$7.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 400 FEET - \$10.00 EXTRA 1) CRANE HANDLING OR ERECTING STRUCTURAL STEEL OR STONE, HOISTING ENGINEER(2 DRUMS OR OVER) 2) CRANES(100 TON RATED CAPACITY AND OVER) BAUER DRILL/CAISSON 3) CRANES(UNDER 100 TON RATED CAPACITY) A. PAID

HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 56.79 29.80

POWER EQUIPMENT OPERATORS: GROUP 2 CRANES (100 TON CAPACITY & OVER) BAUER DRILL/CAISSON HAZARDOUS WASTE PREMIUM \$3.00 PER HOUR OVER CLASSIFIED RATE. CRANE WITH BOOM, INCLUDING JIB, 150 FEET - \$1.50 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 200 FEET - \$2.50 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 300 FEET - \$7.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 400 FEET - \$10.00 EXTRA 1) CRANE HANDLING OR ERECTING STRUCTURAL STEEL OR STONE, HOISTING ENGINEER(2 DRUMS OR OVER) 2) CRANES(100 TON RATED CAPACITY AND OVER) BAUER DRILL/CAISSON 3) CRANES(UNDER 100 TON RATED CAPACITY) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 57.78 29.80

POWER EQUIPMENT OPERATORS: GROUP 1 CRANE HANDLING OR ERECTING STRUCTURAL STEEL OR STONE, HOISTING ENGINEER (2 DRUMS OR OVER) HAZARDOUS WASTE PREMIUM

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

ENGI0478-011 04/06/2025

Rates Fringes

POWER EQUIPMENT OPERATOR: RUBBER TIRE BACKHOE/EXCAVATOR A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 51.92 29.80

POWER EQUIPMENT OPERATOR: MECHANIC A. PAID
 HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL
 DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY
 AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3
 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF
 SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE
 AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 49.25 29.80

POWER EQUIPMENT OPERATOR: MAINTENANCE
 ENGINEER/OILER A. PAID HOLIDAYS: NEW YEAR'S DAY,
 GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR
 DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED
 THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH
 THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED,
 THE WORKING DAY BEFORE AND THE WORKING DAY AFTER
 THE HOLIDAY.....\$ 42.20 29.80

POWER EQUIPMENT OPERATOR: GRADER/BLADE A. PAID
 HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL
 DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY
 AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3
 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF
 SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE
 AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 51.92 29.80

POWER EQUIPMENT OPERATOR: FRONT END LOADER (UNDER 3
 CUBIC YARDS) A. PAID HOLIDAYS: NEW YEAR'S DAY,
 GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR
 DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED
 THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH
 THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED,
 THE WORKING DAY BEFORE AND THE WORKING DAY AFTER

THE HOLIDAY.....	\$ 48.67	29.80
POWER EQUIPMENT OPERATOR: FRONT END LOADER (7 CUBIC YARDS OR OVER) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....		
THE HOLIDAY.....	\$ 53.33	29.80
POWER EQUIPMENT OPERATOR: FRONT END LOADER (3 CUBIC YARDS UP TO 7 CUBIC YARDS) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....		
THE HOLIDAY.....	\$ 50.22	29.80
POWER EQUIPMENT OPERATOR: FORKLIFT A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....		
THE HOLIDAY.....	\$ 48.67	29.80
POWER EQUIPMENT OPERATOR: EARTH ROLLER A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF		

SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE
AND THE WORKING DAY AFTER THE HOLIDAY.\$ 45.96 29.80

POWER EQUIPMENT OPERATOR: DRILLS WITH SELF
CONTAINED POWER UNITS; DIRECTIONAL DRILLER A.
PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE
HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE
WORKING DAY BEFORE AND THE WORKING DAY AFTER THE
HOLIDAY.....\$ 50.63 29.80

POWER EQUIPMENT OPERATOR: CRANES (UNDER 100 TON
RATED CAPACITY) A. PAID HOLIDAYS: NEW YEAR'S
DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY,
LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY,
PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK
IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF
SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING
DAY AFTER THE HOLIDAY. B. CRANE WITH BOOM,
INCLUDING JIB, 150 FEET - \$1.50 EXTRA . CRANE
WITH BOOM, INCLUDING JIB, 200 FEET- \$2.50 EXTRA.
CRANE WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00
EXTRA. CRANE WITH BOOM, INCLUDING JIB, 300
FEET - \$7.00 EXTRA. CRANE WITH BOOM, INCLUDING
JIB, 400 FEET - \$10.00 EXTRA.....\$ 56.79 29.80

POWER EQUIPMENT OPERATOR: CRANES (100 TON CAPACITY
& OVER) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD
FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE

EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY. B. CRANE WITH BOOM, INCLUDING JIB, 150 FEET - \$1.50 EXTRA . CRANE WITH BOOM, INCLUDING JIB, 200 FEET- \$2.50 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00 EXTRA.

CRANE WITH BOOM, INCLUDING JIB, 300 FEET - \$7.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 400 FEET - \$10.00 EXTRA.....\$ 57.78 29.80

POWER EQUIPMENT OPERATOR: CRANE HANDLING OR ERECTING STRUCTURAL STEEL OR STONE A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY. B. CRANE WITH BOOM, INCLUDING JIB, 150 FEET - \$1.50 EXTRA .

CRANE WITH BOOM, INCLUDING JIB, 200 FEET- \$2.50 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 300 FEET - \$7.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 400 FEET - \$10.00 EXTRA...\$ 58.19 29.80

POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR UNDER 2 CUBIC YARDS A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH

THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED,
THE WORKING DAY BEFORE AND THE WORKING DAY AFTER
THE HOLIDAY.....\$ 51.92 29.80

POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR 2 CUBIC
YARDS AND OVER A. PAID HOLIDAYS: NEW YEAR'S DAY,
GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR
DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED
THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH

THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED,
THE WORKING DAY BEFORE AND THE WORKING DAY AFTER
THE HOLIDAY.....\$ 52.92 29.80

POWER EQUIPMENT OPERATOR: ASPHALT SPREADER A.
PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE

HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE
WORKING DAY BEFORE AND THE WORKING DAY AFTER THE
HOLIDAY.....\$ 50.63 29.80

POWER EQUIPMENT OPERATOR: ASPHALT ROLLER A. PAID
HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL
DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY
AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3
DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF
SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE
AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 49.77 29.80

POWER EQUIPMENT OPERATOR: ASPHALT PAVER A. PAID
HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL
DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY

AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3
 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF
 SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE
 AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 50.63 29.80

IRON0015-005 06/02/2025

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

LABO0146-002 04/06/2025

Rates	Fringes
LABORERS: TUNNEL CONSTRUCTION: TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: MUCKING MACHINE OPERATOR A. PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....\$ 45.01 28.85	

LABORERS: TUNNEL CONSTRUCTION: TUNNELS, CAISSON AND
 CYLINDER WORK IN COMPRESSED AIR: CHANGE HOUSE
 ATTENDANTS, POWDER WATCHMEN, TOP ON IRON BOLT A.
 PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY,
 MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,

THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....\$ 42.24 28.85

LABORERS: TUNNEL CONSTRUCTION: TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: BRAKEMEN, TRACKMEN, GROUTMAN, LABORERS, OUTSIDE LOCK TENDER, GAUGE TENDERS A. PAID HOLIDAYS: ON TUNNEL WORK

ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.

NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....\$ 44.22 28.85

LABORERS: TUNNEL CONSTRUCTION: TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: BLASTER A. PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,

THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....\$ 44.42 28.85

LABORERS: TUNNEL CONSTRUCTION: SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR: MINERS, MOTORMEN, MUCKING MACHINE OPERATORS, NOZZLEMEN, GROUT MEN,

SHAFT AND TUNNEL, STEEL AND RODMEN, SHIELD AND ERECTOR, ARM OPERATOR, CABLE TENDERS A. PAID

HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE
SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS,
WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY
FOLLOWING THE HOLIDAY.....\$ 37.93 28.85

LABORERS: TUNNEL CONSTRUCTION: SHIELD DRIVE AND
LINER PLATE TUNNELS IN FREE AIR: BRAKEMEN AND
TRACKMEN A. PAID HOLIDAYS: ON TUNNEL WORK ONLY:
NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY,
LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO
EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE
FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY
FOLLOWING THE HOLIDAY.....\$ 36.96 28.85

LABORERS: TUNNEL CONSTRUCTION: ROCK SHAFT,
CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:
MINERS A. PAID HOLIDAYS: ON TUNNEL WORK ONLY:
NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY,
LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO
EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE
FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY
FOLLOWING THE HOLIDAY.....\$ 37.93 28.85

LABORERS: TUNNEL CONSTRUCTION: ROCK SHAFT,
CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:
LABORERS TOPSIDE, CAGE TENDERS, BELLMAN A. PAID
HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY,

MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE
SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS,
WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY
FOLLOWING THE HOLIDAY.....\$ 36.85 28.85

LABORERS: TUNNEL CONSTRUCTION: ROCK SHAFT,
CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:
BRAKEMEN, TRACKMEN, TUNNEL LABORERS, SHAFT LABORERS

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

LABORERS: TUNNEL CONSTRUCTION: CLEANING, CONCRETE
AND CAULKING TUNNEL: FORM ERECTORS A. PAID

HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE
SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS,
WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY
FOLLOWING THE HOLIDAY.....\$ 37.29 28.85

LABORERS: TUNNEL CONSTRUCTION: CLEANING, CONCRETE
AND CAULKING TUNNEL: CONCRETE WORKERS, FORM MOVERS
AND STRIPPERS A. PAID HOLIDAYS: ON TUNNEL WORK

ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE

DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.

NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY

FOLLOWING THE HOLIDAY.....\$ 36.96 28.85

LABO0146-003 04/06/2025

Rates Fringes

LABORERS GROUP 9 TOXIC WASTE REMOVERS A OR B WITH PPE (ON A SITE DESIGNATED AS A SUPERFUND SITE BY THE U.S. ARMY CORPS OF ENGINEERS AND IS DEEMED A HAZ-MAT SITE, AND APPLIES TO EMPLOYEES REQUIRED TO WEAR OSHA LEVEL A OR B EVEN IF THE PPE IS NOT

WORN.).....\$ 38.70 28.85

LABORERS GROUP 8: ACETYLENE BURNER (HOURS WORKED WITH A TORCH).....\$ 36.70 28.85

LABORERS GROUP 7 TRAFFIC CONTROL SIGNALMAN.....\$ 21.42 28.85

LABORERS GROUP 6 TOXIC WASTE REMOVER.....\$ 37.70 28.85

LABORERS GROUP 5 BLASTERS.....\$ 37.45 28.85

LABORERS GROUP 4 ASBESTOS/LEAD REMOVAL.....\$ 38.70 28.85

LABORERS GROUP 3 PIPELAYERS, JACKHAMMER/PAVEMENT BREAKER (HANDHELD), MASON TENDERS/CATCH BASIN

BUILDERS, ASPHALT RAKERS, AIR TRACK OPERATORS,

BLOCK PAVER AND CURB SETTER.....\$ 36.20 28.85

LABORERS GROUP 2 CHAIN SAW OPERATORS, FENCE AND GUARD RAIL ERECTORS, PNEUMATIC TOOL OPERATORS AND

POWDERMEN.....\$ 35.95 28.85

LABORERS GROUP 1 LABORERS (UNSKILLED), CONCRETE

SPECIALIST.....\$ 35.70 28.85

PAIN0011-013 06/01/2021

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

SUCT2002-011 12/16/2008

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

TEAM0064-001 04/06/2025

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

TRUCK DRIVERS: SNORKLE TRUCK HAZARDOUS WASTE
REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR.

A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE
EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE
AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE
FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS

EXCUSED.....\$ 36.54 32.68

TRUCK DRIVERS: HEAVY DUTY TRAILER UP TO 40 TONS
HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL
\$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY,
PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS
OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE
AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY,

UNLESS EXCUSED.....\$ 37.39 32.68

TRUCK DRIVERS: HEAVY DUTY TRAILER 40 TONS AND OVER
HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL
\$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY,
PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS
OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE
AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY,

UNLESS EXCUSED.....\$ 38.66 32.68

TRUCK DRIVERS: 4 AXLE READY MIX HAZARDOUS WASTE
REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR.

A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE
EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE
AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE
FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS
EXCUSED.....\$ 37.19 32.68

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

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

TRUCK DRIVERS: 3 AXLE HAZARDOUS WASTE REMOVAL
WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID
HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,

CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....\$ 36.27 32.68

TRUCK DRIVERS: 2 AXLE READY MIX HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR.

A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....\$ 36.27 32.68

TRUCK DRIVERS: 2 AXLE HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID

HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....\$ 36.16 32.68

TEAM0064-006 04/06/2025

Rates Fringes

TRUCK DRIVER: 4 AXLE TRUCK HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR.

A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE
EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE
AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE
FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS

EXCUSED.....\$ 36.39 32.68

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

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

is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

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

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

SU , UAVG , SA , or SC denotes that a union rate was

prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate prevailed in the survey for

this classification, which in this example would be Plumbers.

0198 indicates the local union number or district council

number where applicable, i.e., Plumbers Local 0198. The next

number, 005 in the example, is an internal number used in

processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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

SU wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION"

A. 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.

(1) MINIMUM WAGES

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

- (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; and
- (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
- (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.