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DATE: 6/25/2018 **ADDENDUM CONSISTS OF 72 PAGES**
(Including this Cover Sheet)

PROJECT NAME: Torrington WPCF Comprehensive Upgrade Project

SUBJECT: Addendum No. 2 for BID # WPU-041-040318RB

FROM: Wright-Pierce

PROJECT NO.: 13164H

REQUIRED

Confirmation of receipt of this addendum is required.
Please sign below and email to: brenda.strohm@wright-pierce.com
Thank You.

NAME: _____ **TITLE:** _____
(Please print)

SIGNATURE: _____ **COMPANY:** _____

ADDENDUM NO. 2

TO

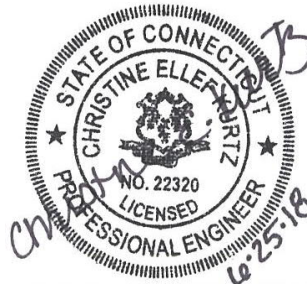
**CITY OF TORRINGTON, CONNECTICUT
WATER POLLUTION CONTROL FACILITY COMPREHENSIVE UPGRADE**

BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS

FOR

BID # WPU-041-040318RB

June 25, 2018



PREPARED BY:

WRIGHT-PIERCE ENGINEERS
169 Main Street, 700 Plaza Middlesex
Middletown, Connecticut 06457

ADDENDUM NO. 2

CITY OF TORRINGTON, CONNECTICUT
WATER POLLUTION CONTROL FACILITY COMPREHENSIVE UPGRADE

As a point of clarification, it should be understood that the Contract Documents govern all aspects of the project. Informal discussions held during the Pre-Bid Conference, or over the telephone are informational only. All official changes to the Contract Documents are made only by addenda. The following changes and additional information are hereby made a part of the Contract Documents:

CLARIFICATIONS / GENERAL

1. Manufacturers or their representatives have submitted written questions seeking consideration of their product as an or equal and identifying deviations from the specifications for their products or asking to have their product's name included in the specifications. Please refer to Section 00100 – Instructions to Bidders, Article 11, regarding manufacturers seeking approval of “or equal” items. This response applies to requests made in the following email:
 - United Blower - RFI dated May 29, 2018
2. All current plan holders have been notified by e-mail that additional information related to Subsurface and Physical Conditions is available as supplementary information to the bidding documents located here: <https://www.wright-pierceplanroom.com/jobs/private>.

SPECIFICATIONS

1. Section 00100-Instructions to Bidders: In paragraph 7.02, **DELETE** the phrase “not later than five working days before the bid opening.” and **INSERT** “at least five (5) working days prior to the bid opening”. In paragraph 4.02.A.2, **DELETE** “on a CD” in the first sentence and **INSERT** “in the online plan room” in lieu thereof.
2. Section 00310-Bid Form: **DELETE** in its entirety and **INSERT** the attached new Section 00310 in lieu thereof.
3. Section 00510-Agreement Between Owner and Contractor: In paragraph 1.01.B, **DELETE**

“April 1, 2020” and all subsequent sentences in the paragraph, and **INSERT** “March 15, 2021” in lieu thereof.

4. Section 00800-Supplementary Conditions: Refer to SC-7.08.C and **INSERT** “) ” after the last instance of the word “Harwinton”. **DELETE** “Bid Price” at the end of the last sentence and **INSERT** “Bid Item No. 1” in lieu thereof.
5. Section 00800-34: **DELETE** the Davis-Bacon Labor Standards” document in its entirety and **INSERT** the attached document titled “Attachment 1” in lieu thereof.
6. Section 01010 – Summary of Work: In paragraph 1.1.A., **DELETE** “April 1, 2020” and all subsequent sentences in the paragraph, and **INSERT** “March 15, 2021” in lieu thereof.
7. Section 01150A-Measurement and Payment: **INSERT** the following after Item No. 17:

“(18) Temporary Phosphorus Removal System

- A. Method of Measurement: Cash Allowance.
- B. Basis of Payment: The cash allowance in the Bid Schedule is for the purchase, installation and testing of a Temporary Phosphorus Removal System by March 15, 2020. The System will remain in operation between April 1 and October 31 until the permanent tertiary system is accepted by the Owner.

The system is anticipated to include:

- Pump
- Totes (if not provided by chemical supplier)
- Secondary containment
- Tubing and containment piping and all related valves, appurtenances
- Freeze protection
- Power (from Owner’s source)
- Controls and alarms as necessary
- Temporary Canopy / Roof Structure

Engineer will provide additional design and equipment selection details during construction. Contractor to work with Owner on start-up and testing and maintain access to the Owner. Owner will supply the chemical and will maintain the system after it is started-up, tested and accepted.

(19) Sludge Roll-Off Containers

- A. Method of Measurement: Cash Allowance.
- B. Basis of Payment: The cash allowance in the Bid Schedule is for the purchase and delivery of sludge roll off containers, the value of which is to be paid for directly to the supplier. The cost for coordination of this purchase and installation of this item shall be included in the Bid Item No.1.”

8. Section 01720-Project Record Documents: **DELETE** the specification in its entirety and **INSERT** the attached new Section 01720 in lieu thereof.
9. Section 11330 – Mechanical Bar Screen: In paragraph 2.1.A, **DELETE** the value and description for “Minimum bar rack height” in its entirety and **INSERT** “6.91 ft (minimum)” in lieu thereof.
10. Section 11353-Gravity Thickener Mechanism: **DELETE** Paragraph 2.6.A in its entirety and **INSERT** the following in lieu thereof:

“A. Weirs shall be constructed as specified in Section 05500 and as shown on the Contract Drawings.”

11. Section 15050 – Pipe Schedule: **INSERT** the new row for pipe labeled as “GT” provided below. **DELETE** the existing rows for “SC” and “SL, BSL, etc” and **INSERT** the revised rows for “SC” and “SL, BSL, etc” respectively, provided below.

GT	GRIT	EXPOSED	ALL	CLASS 53 D.I. GLASS LINED	FLANGED	CLASS IV	No		
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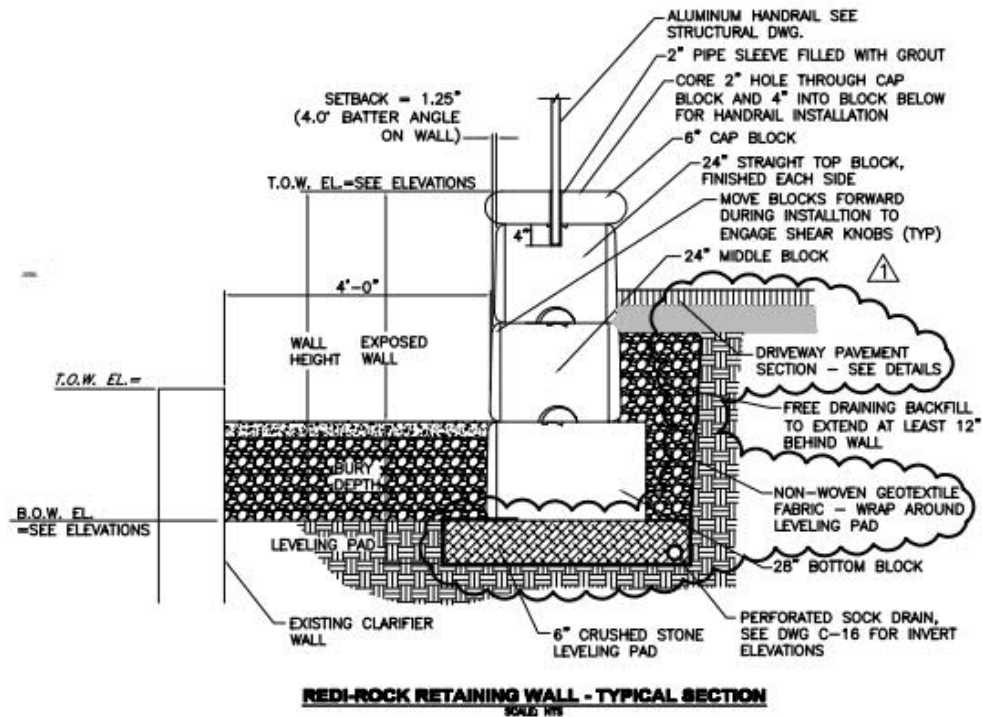
SC	SCUM	BURIED		CLASS 52 D.I. (Glass Lined)	PUSH-ON	CLASS IV	N/A		
		EXPOSED		CLASS 53 D.I. (Glass Lined)	FLANGED		No		

SL, BSL, DFSL, RSL, WSL, PSL, PSL/GT, SEP, TPSL, TSLR	SLUDGE (BLENDED, DEWATERED, FEED, RETURN, WASTE, PRIMARY, SEPTAGE, THICKENED PRIMARY, TERTIARY RECYCLE)	BURIED	ALL	CLASS 52 D.I. (PSL, PSL/GT = Glass Lined)	PUSH-ON	CLASS IV	No		
		EXPOSED	ALL	CLASS 53 D.I.	FLANGED		Yes	150	40

12. Appendix C - Hazardous Materials Reports: **INSERT** the attached “Asbestos Inspection Report” into Appendix C-1.
13. Appendix F - Permit Information: **INSERT** the attached approval letter into Appendix F-2.

DRAWINGS

1. Drawing C-34: Refer to the “heavy Duty Pavement Section” detail and **DELETE** the label “4” PROCESSED AGGREGATE BASE” and **INSERT** “8” PROCESSED AGGREGATE BASE” in lieu thereof.
2. Drawing C-35: **DELETE** the detail “Redi-Rock Retaining Wall – Typical Section” and **INSERT** the new detail (below) in lieu thereof.



3. Drawing S-47: At each of the two 12'-3" long weir walls between the Coagulation Tanks and the Maturation Tanks: provide T/ WALL EL 528.51' for 6'-3" length of the wall nearest the rapid mix tank, and provide T/ WALL EL 531.51' for the remaining 6'-0" length.
4. Drawing PR-32: On the left side of the plan, **DELETE** the portion of the label " 6" D " referencing the drain pipe and **INSERT** " 8" D " in lieu thereof.
5. Drawing PR-44: In the middle of the sheet, below the label for Tertiary Sludge Wetwell in bold letter, **DELETE** the label "1 1/4" SAM (PHOSPHATE)" and **INSERT** "3/4" SAM (PHOSPHATE)" in lieu thereof. Following the line to the right of the sheet, **DELETE** the label "34" SAM (PHOSPHATE)" and **INSERT** "3/4" SAM (PHOSPHATE)" in lieu thereof.
6. Drawing PR-44: In the upper right corner of the drawing, **DELETE** the part of the label " 1" ALK in 4" " and **INSERT** " 3/4" ALK in 4" " in lieu thereof. Following the same line, **DELETE** the part of the label that reads " 2" ALK" and **INSERT** " 3/4" ALK " in lieu thereof.
7. Drawing PR-45: On the right side of the drawing, **DELETE** the part of each label that reads " 2" ALK" and **INSERT** " 3/4" ALK " in lieu thereof.
8. Drawing PR-45: Near the bottom right corner of the sheet, above the notes, **DELETE** the portion of the label "1 1/4" SAM" and **INSERT** " 3/4" SAM" in lieu thereof.
9. Drawing PR-48: In Section 3, **DELETE** the part of the label that reads " 2" ALK" and **INSERT** " 3/4" ALK " in lieu thereof.

10. Drawing PR-48: In Section 3, refer to the label “1 ¼” SAM PHOSPHATE” and **DELETE** “1 ¼ SAM” and **INSERT** “ 1” SAM ” in lieu thereof. In Section 5, on the left side of the section, **DELETE** the label” 1 ¼” SAM (PHOSPHATE)” and **INSERT** “ 3/4” SAM (PHOSPHATE)” in lieu thereof.

QUESTIONS AND ANSWERS

Headworks International dated June 18, 2018 via Email

1. Section 11330-3 2.1.A specifies a 7.5’ screen field (0.59’ above the operating floor) while drawing PR-18 shows the screen field only extending to the operating floor. We recommend ending the screen field at the operating floor as the alternate would increase cost and reduce odor control. Please advise which is to be provided.

Response: Refer to the change in this specification included via this addendum.

AMWELL – A Division of McNish Corporation dated June 15, 2018 via Email

2. We would like some clarification/corrections via addendum on the following questions we have for this re-bid: (Note Questions not listed.)

Response: The response to some of the questions submitted triggered changes to the specifications which have been incorporate into this addendum.

C.H. Nickerson RFI E-1555-01 dated June 5, 2018 via Email

3. Appendix C – Reliance Environmental asbestos inspection report, dated September 29,2015, states the tar and black coating at the Aeration Tanks is presumed asbestos containing materials. The existing final setting tanks to be demolished, also have the same tar and black coating. Please confirm if the coating on the existing final settling is to be treated as presumed asbestos containing material.

Response: Refer to additional testing done on the coating in the aeration tanks results included by this Addendum.

4. Section 14904A – We have reached out to the listed manufacturers, including Wastequip, and they stated they can’t quote the containers from the provided spec. Please provide a revised spec or make these containers an allowance.

Response: Refer to the new Bid Form and changes to Section 01150A - Measurement and Payment being provided in this addendum.

C.H. Nickerson RFI E-1555-02 dated June 19, 2018 via Email

1. Referencing Specification Section 11200 -45, subsection 3.7, J This language suggests that upon failure of Veolia meeting the performance requirements, the Contractor is responsible for any cost that of the equipment pricing. The Tertiary portion of this project is expected to be a large percentage of the over-all project. The Engineer selected Veolia and designed the tertiary system, then why are they not responsible? The contractor is not responsible for the design, has no part of the selection, has no access to the other bids; and therefore, cannot define the risk. We should only be liable to the extent the manufacturer is.

Response: The Owner will only have a Contract with the General Contractor. How the Contractor handles their Agreement with equipment manufacturer's is part of Means and Methods and the cost of which should be included in Bid Item No.1.

2. Has the Owner/Engineer accepted the performance guarantee contained in the Veolia proposal? Which documents prevail, the contract specifications and drawings or Veolia's proposal?

Response: To be answered in a subsequent addendum.

3. With regard to the ballasted flocculation system, it is assumed that substantial completion is to be based upon putting the system into service and not upon completion of the performance testing. Is this the intent of the documents? When does the warranty period begin for this system?

Response: Refer to Section 01800 regarding Substantial Completion and warranty.

Walsh Construction Company II, LLC dated May 29, 2018 via Email

1. Please verify that City of Torrington, CT Water Pollution Control Authority is the sole generator of all Unregulated, Regulated, and Hazardous soils/waste Materials generated under this contract.

Response: City of Torrington, CT Water Pollution Control Authority is the sole generator of all Unregulated, Regulated, and Hazardous soils/waste Materials generated under this contract unless the Contractor or any of his subcontractors through his work (bringing material onsite) becomes the generator.

2. Supplementary Conditions SC-7.08 state The CONTRACTOR shall be responsible for obtaining a Building Permit and other permits and approvals as required from the Town of Harwinton including all fees. The CONTRACTOR will not be allowed overhead and profit on fees paid to the Town of Harwinton. All costs associated with obtaining these permits and approvals (other than the fees paid directly to the Town of Harwinton shall be included in the CONTRACTOR'S Bid price. Please verify these costs will be reimbursed under Bid Item 17, Town of Harwinton Permit and Inspection Allowance.

Response: *Only the fees paid to the Town of Harwinton will be paid for under Bid Item 17.*

3. As noted, this project was previously bid. Has the new advertisement incorporated any and all Addendums and Questions and Answers that may have been issued during the previous solicitation.

Response: *This Project has addressed the concerns raised during the previous solicitation and/or incorporated the addenda items.*

4. Section 01010A, Summary of Work states, The Contractor must have the phosphorus removal system placed into successful operation, including testing of the system and components, prior to April 1, 2020. If the Contractor cannot meet this requirement, they must install and keep operational a temporary system acceptable to the Owner and Engineer, until the permanent system is in place. The temporary system will be constructed and maintained at no additional cost to the Project. With a bid date of June 19th and the contract duration of 1155 days, it appears to conflict with this requirement and will not allow the contractor to complete this requirement. Please Clarify.

Response: *This requirement has been modified as part of the addenda process.*

5. Section 00100-6, Instructions to Bidder states, “All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink.” Is this statement referring to all documents needed to Bid this job in its entirety? Or is this only referring to the Bid Form needed to be completed in ink?

Response: *Ink (or type) should be used for all forms.*

6. Specification Volume 3, Appendix A-2 Soil Boring Information. At numerous borings contaminated soils are noted in the Visual-Manual Identification and Description column. B112 for example. Please provide all environmental test data related to testing of Soils and Groundwater for contaminants.

Response: *To be answered in a subsequent addendum.*

7. Reference Drawing C-34, DETAILS III: Please verify that the labels and material heights are correct for the Heavy-Duty Pavement Section versus the Normal Duty Pavement Section.

Response: *Refer to changes made in this addendum.*

8. Walsh Construction requests a bid opening postponement of 2 to 3 weeks from the current June 19th advertised date.

Response: *The bid opening has been postponed to July 10, 2018.*

Walsh Construction Company II, LLC dated June 6, 2018 via Email

1. Specification 15062, 1.2, A.1. calls for Cement-mortar lining for water only. Pipe Schedule 15050 does not specify linings for any pipe systems. Is this lining to be used for Sludge and Waste lines as well?

Response: 15062-Ductile Iron Pipe & Fittings, paragraph 1.2.A.1 defines the standard of quality that is required to be followed. Paragraph 2.1.B.1 defines the materials that are required to be used.

2. Specification 15062, 2.1.B.2. calls for Glass lining when required. Pipe Schedule 15050 does not specify linings for any pipe systems. Is Glass lining required? If so, which pipe lines.

Response: Refer to changes made in this addendum.

3. Drawing PR-32 shows pipe from Pumps TDP-6253 & 6254 to be 6" Diameter. However, PR-6 shows this pipe to be 8" diameter. Please clarify correct size.

Response: Refer to changes made in this addendum.

4. Drawing PR-44 shows the future ALK line coming into the structure as a 3/4" carrier line in a 4" Containment. It also calls this line as a 1" and then a 2" carrier line. Which size is correct?

Response: Refer to changes made in this addendum.

5. Drawing PR-48, Section 3, shows the Sample line from the Tertiary Effluent Wetwell to be 1-1/4". However, Drawing PR-45 shows this same line to be 1". Please clarify correct size.

Response: Refer to changes made in this addendum.

6. Drawing PR-49, Section 6, shows the Sample line going to AE-6056A/B to be 3/4". However, Drawing PR-44 shows this same line to be 1-1/4". Please clarify correct size.

Response: Refer to changes made in the addendum.

7. Reference Drawing C-4, Note on plan between Waste sludge holding tank 2 and Aeration Tank 1 states: "Area of existing settling tanks below grade remove/demolish structures as required for new structures see structural demolition plans for drawings." Please specify drawing number and all details/ cross sections for these existing structures.

Response: Contractor to coordinate demolition work limits with new work requirements. Note that drawings from past projects were added to the online plan room for reference.

8. Specification 02156, Certificate of Design calls for the contractor's design engineer to supervise the installation of the contractor's excavation support system. Typically, the

contractor's designer will inspect the excavation support system after it is installed and confirm it has been installed per approved design. Please clarify if the contractor's design engineer is required full time to supervise this installation.

Response: The Owner nor the Engineer will not comment on the terms of the agreement between the Contractor and his sub-contractor. The Contractor is responsible for providing a professionally designed system and must make sure the installation of the system meets the design of same.

9. Drawing C-2, Site demolition plan shows the broken paved area NE of the access road and gate, shaded for demo, while on drawing C-17, this shaded area is outside the limits of work. Drawing C-10, notes this area as proposed Contractor laydown/storage area. Please clarify scope and final condition of this shaded area.

Response: Any disturbed areas not scheduled for pavement or gravel surfaces shall be loamed, seeded, and mulched per the contract documents, see Site General Note 21 on Drawing C-1.

10. Specification Volume 3 of 3, Appendix B, Previous Test Boring Logs performed by Allstate Drilling company in 1991 are not located on any contract drawings. Please provide map showing locations of these previous test borings to match up with these logs.

Response: Information has been provided in the online plan room.

11. On S-46 calls out for a Removable Gas Tight Alum Cover. There is no specification information on a Gas Tight Alum Cover. Please provide specifications for a Gas Tight Alum Cover.

Response: Refer to detail on Drawing S-98.

12. Specification Section 13120 Precast Concrete Building calls out for a precast concrete building for the FOG electrical Building, there are no drawings indicating where this is located to refer to dimensions of this building. Please provide this information.

Response: Refer to the electrical drawings for additional information regarding this electrical building.

13. On drawing PR-71 calls out two weirs FW 6100 and 7600 located at the Post Aeration Tank and Outfall Pump Wetwell. There are no drawings for these two locations, please provide to verify length, quantity, and location.

Response: Refer to Drawing PR-28.

14. Based on the initial outreach and solicitation to subcontractors and vendors, Walsh Construction requests a bid extension of a minimum of 3 weeks, to submit a qualified, responsible and competitive bid.

Response: The bid opening has been postponed to July 10, 2018.

Walsh Construction Company II, LLC dated June 13, 2018 via Email

1. Reference Specification 11200-10 – Part 2 Products -2.1 General – A-9. Line 9 in this subsection reads ‘Not Used’. Please clarify what piece of equipment is Not Used.

Response: The term “not used” was placed in this spot so that any references back to the numbering throughout the specification could be maintained. The piece of equipment that was listed there was removed from the Manufacturer’s responsibility to furnish and is now part of the Contractor’s responsibility to furnish.

2. It was noted during the pre-bid conference held on 5/30/18 that a revised bid form would be issued, that would revise/omit the requirements of subcontractor information, and other qualification statements that previously were required at the time of the bid submission. Please confirm a new bid form will be issued.

Response: The statement made at the pre-bid meeting was in reference to changes made between the original bid and the current set of Contract Documents being bid on. Note that the bid-form is being re-issued in this addendum for unrelated reasons.

3. Please confirm that No Lightning Protection is required on this project, only Surge Protection as noted.

Response: There is no Lightning Protection on this project, only Surge Protection utilizing TVSS as shown on the Drawings.

4. On the Qualification Statement under Financial information its states “Include as an attachment an audited balance sheet for each of the last 3 years.” In addendum #1 it states to delete the word Audited from the Qualification statement under Financial Information. Please provide clarification on what is required if this information is not audited.

Response: The three years’ worth of balance information does not need to be audited.

5. Specification Section 01010A, Summary of Work, 3.3M, states that if the Contractor exceeds the number of construction days, liquidated damages and all additional expenses will be assessed. What is the maximum cap of these damages and expenses?

Response: There is no maximum cap being specified.

6. Drawing C-35 shows using a non-woven geotextile fabric between existing ground and backfill. Does the fabric go below or wrap around the leveling pad? Please show limits of the geotextile fabric.

Response: Refer to changes made in this addendum.

7. The precast concrete modular block retaining wall specification 02832, calls out using geogrid, but there is no geogrid shown on any details of the plans. Is it required? If so, please show limits of use. Similarly, the specification calls out using adhesive to attach the cap stone to the wall. There is no material specification or detail on plans for this adhesive. If it is required, please provide material specification and show limits of use.

Response: Details being provided for general guidance. Please refer to the design requirements in Section 02832 Precast Concrete Modular Retaining Wall and coordinate with the supplier of the wall system you intend to use.

8. Please provide complete Geotech Report and any other Geotech information available for the existing site.

Response: Reference material has been added to the online plan room.

9. Specification, 01150A Section 1.8, under Incidental Work, A36, Temporary Engineers Office. There are no provisions or requirements that can be found. Please verify that no requirements are required for the Engineer by the Contractor.

Response: Refer to Section 01590 – Temporary Field Office

10. Supplemental Condition SC18 states that “during prosecution of the project, significant archeological findings maybe uncovered. Please verify how the contractor will be compensated for all costs and time extensions, under a directive shutdown of the work by the engineer.

Response: If this occurs, it will be dealt with as a Change-in-Condition.

11. After the new Ballasted Flocculation System is tested and operational, please confirm that the Owner will operate, manage and take responsibility of the system through final completion of the project.

Response: Once Substantial Completion is given to a system/equipment, the Owner will take over and operate the system. All equipment will remain covered under the specified manufacturer’s warranty and under the contractor’s correction/warranty period from the date of substantial completion for that system/equipment.

12. Two bid forms provided by Suez and Kruger in the appendices for the UV and the Ballasted Flocculation System under this contract state that the bid will remain subject to acceptance thru Dec 31, 2017 or such time as the manufacturers agree to in writing. Please confirm and verify what date both Suez and Kruger have agreed to extend their bids to.

Response: Changes to their bids will be dealt with after the Contract is awarded to the Contractor. Any increase or decrease in prices will be given or credited directly with the respective manufacturers as defined in the bidding documents used for the preselection process.

13. Note 3 on Sheet C-4 states that 3Dimensional models intend to visualize design intent. The models cannot be found. Please provide all CAD and BIM electronic files developed for the project.

Response: Electronic files will be transmitted once the Contract is awarded.

14. Should contaminated groundwater, soils or other unknown hazardous materials be encountered during construction of this project, how will the owner compensate the contractor for all costs of handling and disposing these materials? No allowance or avenue of payment can be found within the contract documents.

Response: *If this occurs, it will be dealt with as a Change-in-Condition.*

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE SCHEDULE

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	Lump Sum	Water Pollution Control Facility Upgrade, complete, except Items 2 through 19 below. The Sum of \$ _____	\$ _____	\$ _____
Per Lump Sum				
2	Allowance	Ultraviolet Disinfection System Equipment and Manufacturer’s Services. (Specifications Section 11234) The Sum of \$ <u>Five Hundred and Five Thousand Dollars</u>	<u>\$505,000</u>	<u>\$505,000</u>
Amount in Words				

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
3	Allowance	Ballasted Flocculation Tertiary Treatment System Equipment and Manufacturer's Services (Specifications Section 11200) The Sum of \$ <u>One Million Three Hundred Thousand Dollars</u>	<u>\$1,300,000</u>	<u>\$1,300,000</u>
Amount in Words				
4	100 CY*	Additional Select Fill The Sum of \$ _____	\$ _____	\$ _____
Per Cubic Yard				
5	200 CY*	Additional Screened Stone The Sum of \$ _____	\$ _____	\$ _____
Per Cubic Yard				
6	400 CY*	Additional Earthwork Excavation and Disposal The Sum of \$ _____	\$ _____	\$ _____
Per Cubic Yard				
7	100 CY*	Ledge Excavation and Disposal The Sum of \$ _____	\$ _____	\$ _____
Per Cubic Yard				

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
8	1000 SF*	Concrete Repair to Existing Concrete Tanks and Structures The Sum of \$ _____ _____	\$ _____	\$ _____
Per Square Foot				
9	1000 LF*	Crack Repair to Existing Concrete Tanks and Structures The Sum of \$ _____ _____	\$ _____	\$ _____
Per Linear Foot				
10	500 LF*	Repair of Previously Repaired (Routed and Caulked) Concrete Cracks The Sum of \$ _____ _____	\$ _____	\$ _____
Per Linear Foot				
11	Allowance	Electrical, Water, Telephone Service, Data and Fire Alarm Systems Allowance The Sum of \$ <i>Fifty Thousand</i> <i>Dollars</i> _____	<u>\$50,000</u>	<u>\$50,000</u>
Amount in Words				
12	500 CY*	Test Pit Excavation The Sum of \$ _____ _____	\$ _____	\$ _____
Per Cubic Yard				

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
13	3 Ea	Existing Gate Rehabilitation - Minor The Sum of \$ _____ _____	\$ _____	\$ _____
Per Each				
14	3 Ea	Existing Gate Rehabilitation - Major The Sum of \$ _____ _____	\$ _____	\$ _____
Per Each				
15	Allowance	Existing Groundwater Pressure Relief Valves Rehabilitation or Replacement Allowance The Sum of \$ <u>Ten Thousand</u> <u>Dollars</u>	<u>\$ 10,000</u>	<u>\$10,000</u>
16	Allowance	Additional Asbestos, Lead, PCBs, and Mercury Abatement Allowance The Sum of \$ <u>One Hundred Thousand</u> <u>Dollars</u>	<u>\$ 100,000</u>	<u>\$100,000</u>
Amount in words				
17	Allowance	Town of Harwinton Permit and Inspection Allowance The Sum of \$ <u>One Hundred and two Thousand Dollars</u>	<u>\$102,000</u>	<u>\$102,000</u>
Amount in words				
18	Allowance	Temporary Phosphorus Removal System The Sum of \$ <u>Thirty-Five Thousand Dollars</u>	<u>\$35,000</u>	<u>\$35,000</u>
Amount in words				

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
19	Allowance	Sludge Roll-Off Containers		
		The Sum of \$ <u>Sixteen Thousand Dollars</u>		
		_____	\$ <u>16,000</u>	\$ <u>16,000</u>
		Amount in words		

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities constructed.

TOTAL BID: Total of Items through number 19 above.

_____ (\$ _____)
 (use figures)

_____ (use words)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. This Bid Form in its Entirety;
- B. Required Bid security;
- C. Required Qualifications Statement (Section 00405) with supporting data.
- D. Signed Compliance Statement (Section 00406).
- E. Non-Collusion Affidavit of Prime Bidder (Section 00408)

- F. Signed Understanding Statement for MBE/WBE Participation (Section 00800, SC-20)
- G. Bidder's Department of Administrative Services Update (Bid) Statement.
- H. List of Project References;
- I. Signed American Iron and Steel Clause Form (Section 00800, SC-21)
- J. Contractor's License No.: _____
- K. Certification Non-Segregated Facilities (SC-40)
- L. Labor Union Notice (SC-41)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

ATTACHMENT 1

I. Requirements Under The Water Resources Reform and Development Act of 2014 (WRRDA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and Development Act of 2014 (WRRDA) - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact **Valerie Marshall (Marshall.valerie@epa.gov), and (617) 918-1674**, of EPA, for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA) -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

(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 paragraph (a)(1)(iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator

concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) 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.

(3) Payrolls and basic records.

(i) 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, 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.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/index.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section 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 the sub recipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 29 CFR part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State 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 sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, 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 29 CFR 5.5.

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, 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).

(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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 contractor, 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 paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section 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 paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29

CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and

that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements Under The Water Resource Reform and Development Act of 2014 (WRDA) -) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under –FY 2014 Water Resource Reform and Development Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact **Valerie Marshall (Marshall.valerie@epa.gov), and (617) 918-1674**, EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2015 Water Resource Reform and Development Act -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund -. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to **INSERT STATE CONTACT NAME, EMAIL, and TELEPHONE NUMBER** for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity

subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2015 Water Resource Reform and Development Act -, the following clauses:

(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 paragraph (a)(1)(iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) 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.

(3) Payrolls and basic records.

(i) 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, 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.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section 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 the sub recipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 29 CFR part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of

this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State 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 subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, 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 29 CFR 5.5.

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, 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).

(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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the

request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section 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 paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

SECTION 01720PROJECT RECORD DOCUMENTSPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included:
 - 1. Keep accurate record documents for all additions, demolition, changes of material or equipment (from that shown on the Drawings), variations in work, and any other additions or revisions to the Contract (via Change Order, Work Change Directive, Field Order or Clarification).
- B. Related Work Specified Elsewhere:
 - 1. Shop Drawings, Project Data, and Samples are specified in "General Conditions" and Section 01340, Submittals.
 - 2. Electrical System Record Drawing requirements are outlined in Section 16010.

1.2 MAINTENANCE OF DOCUMENTS

- A. Maintain at job site, one copy of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Reviewed Shop Drawings
 - 5. Change Orders
 - 6. Any other modifications to the Contract
 - 7. Field Test Reports
- B. Store documents in files and racks specifically identified for Record Drawing use, that are apart from documents used for construction.
- C. File documents in a logical manner indexed for easy reference.
- D. Maintain documents in clean, dry, legible condition.
- E. Do not use record documents for construction purposes.
- F. Make documents available at all times for inspection by the Engineer and Owner, and by the end of the project, transmit these documents to the Engineer.
- G. Failure to maintain current records, as specified herein, shall be grounds for withholding additional retainage from monthly partial payment requests.

1.3 RECORDING

- A. Label each document "PROJECT RECORD" in large high printed letters.
- B. Keep record documents current and do not permanently conceal any work until required information has been recorded.
- C. General Field Recording Issues:
 - 1. All ties shall be taken from existing, permanent features such as utility poles, corners of buildings and hydrants. Porches, sheds or other house additions shall be avoided as they could be torn down. A minimum of two ties shall be taken.
 - 2. Stations shall be recorded to the nearest foot.
 - 3. Inverts shall be recorded to the nearest hundredth of a foot.

4. Elevations shall be recorded to the nearest hundredth of a foot.
 5. Building dimensions shall be recorded to the nearest 1/4".
 6. Equipment and Piping shall be recorded to the nearest tenth of a foot, and the overall dimensions and layout of the equipment shall be adjusted to reflect the equipment provided.
- D. Project Record Drawings - Legibly mark Contract Drawings to record existing utilities and actual construction of all work, including but not limited to the following (where applicable):
1. Existing Utilities
 - a. Water mains and services, water main gate valves, sewer mains and services, storm drains, culverts, steam lines, gas lines, tanks and other existing utilities encountered during construction must be accurately located and shown on the Drawings. In congested areas supplemental drawings or enlargements may be required.
 - b. Show any existing utilities encountered in plan and profile and properly labeled showing size, material and type of utility. Ties shall be shown on plan. Utility shall be drawn to scale in section (horizontally and vertically) and an elevation shall be called out to the nearest hundredth of a foot.
 - c. When existing utility lines are broken and repaired, ties shall be taken to these locations.
 - d. If existing water lines are replaced or relocated, document the area involved and pipe materials, size, etc. in a note, and with ties.
 2. Manholes, Catch Basins, Valve Pits and other structures.
 - a. Renumber structure stationing to reflect changes.
 - b. Show ties to center of structure covers or hatches.
 - c. In general, show inverts at center of structures. However, for manholes with drop structures, or steep channels (greater than 0.2' change on slope), show inverts at face of manhole.
 - d. Show inverts for other structures at the face of the structure.
 - e. Draw any new structures that are added on plan and profile.
 - f. Show any field or office redesigns.
 - g. Redraw plan if the structure's location is moved more than 5 feet in any direction. Note: It is important to show existing utilities, as outlined in Paragraph 1 above, especially if they were one reason for relocating the sewer, manholes and other structures.
 - h. Redraw profile if inverts changed by more than 6 inches.
 3. Gravity Sewer Line
 - a. Change sewer line slopes indicated on Drawings if inverts are changed.
 - b. Draw any new gravity lines that are added on plan and profile.
 - c. Show any field or office redesigns.
 - d. Redraw the sewer line profile if manhole inverts are redrawn.
 - e. Redraw the sewer line on plan corresponding to relocated manholes.
 4. Water Mains and Force Mains
 - a. Show ties to the location of all valves, bends (horizontal and vertical), tees and other fittings. The use of thrust blocks shall be recorded.
 - b. Revise elevations indicated on the Drawings to reflect actual construction.

5. Building Services
 - a. Draw all services (even to empty lots) on plan, and show ties.
 - b. Show ties or distances to wyes from manhole.
 - c. Show chimneys heights in the profile.
 - d. The Wright-Pierce "Sanitary Sewer Service Location" forms and "Water Service Location" forms shall be used to record sewer and water service information. A copy of these forms shall be provided to the Owner, along with the Record Drawing Set.
6. Tanks
 - a. Show ties to center of tank covers.
 - b. Label size of tanks.
 - c. The Wright-Pierce "Sanitary Sewer Service Location" forms shall be used to record septic tank information. A copy of these forms shall be provided to the Owner, along with the Record Drawing Set.
7. Ledge
 - a. Ledge profiles shall be shown. Note whether the plotted ledge profile reflects undisturbed or expanded conditions.
8. Yard Piping and Buried Electrical Conduit
 - a. Site piping and utilities shall be drawn to reflect the installed locations, with ties and elevation of all bends (horizontal and vertical).
 - b. Show routing for electrical conduits and pull boxes, especially in close proximity to buildings and when the conduits change direction or cross process piping.
9. Roads
 - a. Show centerline road profile and level spot elevations.
 - b. Show pavement widths.
 - c. On road cross sections, show the pavement cross slope.
 - d. Show any deviations from the design plans.
10. Buildings
 - a. In general, small changes to structures shall not be redrawn. If any dimensional changes were made in the field, the numerical change shall be made on the Drawing and be properly labeled. Update dimensions and elevations on Drawings.
 - b. Show finished concrete elevations (top of slab, top of wall, top of footing, etc.). Redraw any foundation, frost wall, etc. that was modified, deepened, or altered during construction.
 - c. Adjust finished concrete horizontal dimensions that are shown on the Drawings.
 - d. Adjust structural steel elevations and horizontal dimensions that are shown on the Drawings.
 - e. Show location of anchors, construction and control joints, and waterstops, when they are different from those shown on Drawings.
 - f. Any additions or major changes shall be shown in both plan and elevation (i.e. relocated doors, opposite door swings, change in wall location, relocation of floor drains).

- g. Show approximate location and routing of electrical conduits in walls, slabs and ceilings. Most conduits are run in groups, therefore, use range of measurements to define location for entire section of conduits.
 - h. Special circuits for computers, alarms and instrumentation shall be shown.
 - i. Show any changes in location and elevation of ductwork and devices, fuel piping and equipment, and heat piping and equipment.
 - j. Location of gravity sewer system below slabs in buildings shall be shown, if changes are made in the configuration.
 - k. If wall mounted electrical switches, control boxes, thermostats, etc. have been relocated significantly, (other side of door, or to a wall other than indicated diagrammatically on electrical plans) make the revision accordingly.
11. Utilities
- a. When encountered, additional utilities (e.g., gas, cable, telephone, fiber optic, etc.) shall be indicated on the Record Drawings.
12. Equipment Systems and Piping
- a. Show any changes to equipment systems, whether interior or exterior, for process, HVAC, plumbing, instrumentation or electrical. If any dimensional changes were made in the field, the numerical change shall be made on the Drawing and be properly labeled. Update dimensions and elevations on Drawings. Record Drawings must reflect any equipment configuration and layout changes differing from that shown on the Drawings.
 - b. Show any changes to piping systems, whether interior or exterior, for process, HVAC, plumbing and instrumentation. If any dimensional changes were made in the field, the numerical change shall be made on the Drawing and be properly labeled. Update dimensions and elevations on Drawings.
- E. Specifications and Addenda - Legibly mark up each section to record:
- 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order, Field Order, or other method.

1.4 SUBMITTALS

- A. At the completion of the project, and prior to the release of retainage, deliver record documents to the Engineer.
- 1. Record drawings shall be provided as a bound, red-line paper set and an electronic file (pdf format) consisting of a full scan of the bound paper set.
 - 2. Record drawings shall be provided as a bound paper set of computer generated drawings, an electronic file (pdf format) of the bound paper set, and electronic files in AutoCAD format. Ownership of the drawings and files shall pass to the Owner at the time of submittal.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
- 1. Date, project title and number.
 - 2. Contractor's name and address.
 - 3. Title and number of each record document with certification that each document is completed and accurate.

4. Signature of Contractor, or his authorized representative.
- C. Failure to supply all information on the Project Record Drawings as specified in Part 1.3 may result in withholding final completion and in non-approval of final payments of the Contract. If Contract Time has elapsed, this shall be grounds for imposing liquidated damages.

1.5 QUALITY ASSURANCE

- A. All horizontal and vertical dimensions, swing-ties, and elevations shall be accurate to within one-tenth of a foot, unless greater accuracy is specified elsewhere in the Specifications (e.g., concrete elevations, weir elevations, etc.).

PART 2 - PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION

3.1 MAINTAINING AND PROVIDING RECORDS

- A. Records shall be made available for review by the Owner, Engineer, Resident Project Representative and/or Funding Agency(s) upon request.
- B. Records shall be kept current as the work progresses. Failure to maintain current records, as specified herein, shall be grounds for withholding additional retainage from monthly partial payment requests. Failure to provide records shall also be grounds for withholding of final payment and, if beyond contract time, shall be grounds for imposing liquidated damages.

3.2 AS-BUILT SURVEY PERFORMANCE

- A. From established survey control, and construction baseline as shown on the drawings, conduct surveys of the project area during construction as needed to obtain information of buried and above ground items. Surveys shall include information outlined in Section 1.3.
- B. Actual road alignments; walls; fence and guardrail; existing, new and relocated utility poles; traffic and warning sign locations; crosswalks, parking space and stop bar locations; retaining walls and foundations drains; all underground and overhead utility poles and lines within the project limits, including those installed on private property; all other new features and appurtenances and those existing features and appurtenances changed as a result of this project shall be included in the survey.

3.3 FORMAT FOR ELECTRONIC DELIVERABLES

- A. AutoCAD digital survey data for the as-built survey shall include:
 1. Copy of field notes and sketches of the survey.
 2. Paper copy of description of layers.
 3. Paper copy of base map.
 4. Provide digital information on compact disk with paper copy printout; information shall be provided in .DWG format (AutoCAD 2011 or earlier). Data shall be provided in 3D format (northing, easting, elevation, or Y, X, Z).
 5. Drawing scale: Minimum one inch = twenty feet.
 6. Layering:
 - a. Repetitive symbols made into blocks and defined on layer 0.

- b. All entities shall be drawn “by layer” as opposed to individual properties.
- c. Use one linetype and one color per layer as opposed to numerous colors/linetypes on a single layer.
- d. Preface each layer with the initials of the Survey company or Contractor (example, Survey Company: SC “layername”).
- e. Database text annotation will be coordinated so the text will be right-reading.
- f. Place text on separate layers.

END OF SECTION



TATTVAM ENVIRONMENTAL AND ENGINEERING SOLUTIONS, LLC

Asbestos Inspection Report
Water Pollution Control Facility
Torrington, CT

prepared for:

Wright-Pierce
169 Main Street,
Middletown, CT 06457

October 24th 2016

Tattvam HAZMAT Project # 16-092

Table of Contents

Asbestos Inspection Report Wright-Pierce

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Introduction

On October 11th, 2016 State of Connecticut Licensed Asbestos Inspector, Gene J. Berube, License number 39.000144 collected samples of selected materials suspected to be Asbestos Containing Materials (ACM) at the Torrington Water Pollution Control Facility.

Asbestos Inspection

Suspect Asbestos Containing Materials (ACM) were sampled by Reliance Environmental according to their Inspection Report dated September 29, 2015. Black Tar Coating in the Aeration tanks was listed as Presumed Asbestos Containing Material (PACM). 15 Samples at various locations were collected by Gene Berube, a representative of Tattvam Environmental to confirm or negate the presence of asbestos in the black tar coating on the aerations tanks.

Results

Laboratory analysis indicated that no asbestos was detected in the black tar coating on the aeration tanks.

The USEPA defines any material that contains greater than 1% asbestos, utilizing PLM (Polarized Light Microscopy) to be ACM.

Photographs of Sample Locations



Sample #1@ Chlorine Contact Number 2



Sample #2 @ Aeration Tank Number 2



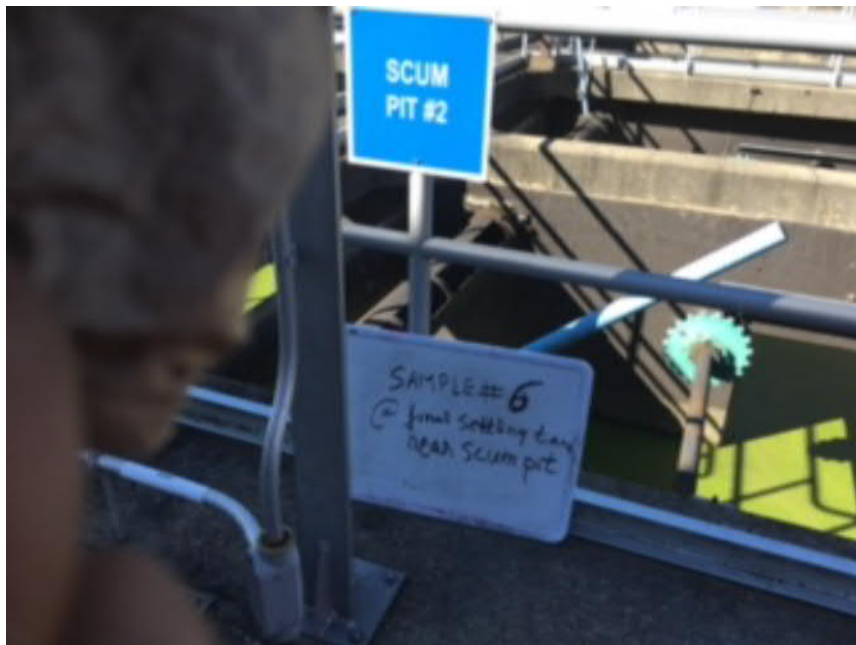
Sample #3 @ Aeration Tank Number 1



Sample #4 @ Final Settling Tank Number 3



Sample #5 @ Final Settling Tank Number 2



Sample #6 @ Final Settling Tank Number 1



Sample #7,8 @ Chlorine Tank Number 1



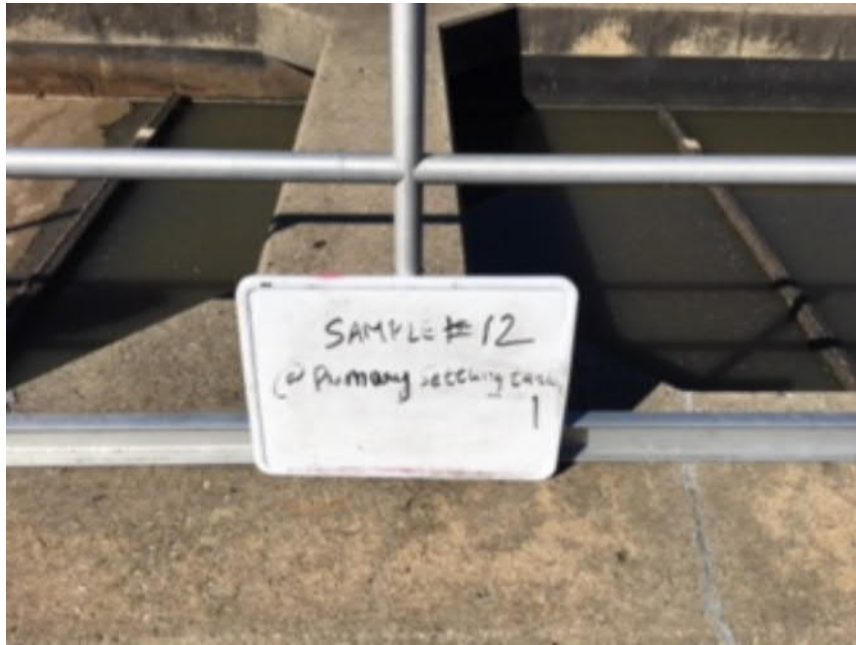
Sample #9 @ Chlorine Tank Number 1



Sample #11 @ Primary Settling Tank



Sample #10 @ Primary Settling Tank Number 3



Sample #12 @ Primary Settling Tank Number 1



Sample #13 @ Waste Sludge Holding Tank (Exterior wall - Interior access)



Sample #14 @ Waste Sludge Holding Tank



Sample #15 @ Waste Sludge Holding Tank

SanAir Technologies Laboratory

Analysis Report

prepared for

**Tattvam Environmental And
Engineering Solutions**

**Report Date: 10/21/2016
Project Name: Torrington Wplf
Hazmat
Project #: 16-092
SanAir ID#: 16037417**



NVLAP LAB CODE 200870-0



Certification # 652931



License # LAB0166



804.897.1177

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SanAir Technologies Laboratory, Inc.

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SanAir ID Number

16037417

FINAL REPORT

Name: Tattvam Environmental And Engineering
Address: Solutions
11 Park Lane
Trumbull, CT 06611

Project Number: 16-092
P.O. Number:
Project Name: Torrington Wplf Hazmat

Collected Date: 10/11/2016
Received Date: 10/14/2016 10:10:00 AM
Report Date: 10/21/2016 6:16:07 PM
Analyst: Vaughan, Nathaniel
Sobrin, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
1 / 16037417-001 @ Chlorine Contact @2	Black Non-Fibrous Homogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
2 / 16037417-002 @ Aerahon Tank #2	Grey Non-Fibrous Heterogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
3 / 16037417-003 @ Aerahon Tank #1	Black Non-Fibrous Homogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
4 / 16037417-004 @ Final Setting Tank #3	Black Non-Fibrous Heterogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
5 / 16037417-005 @ Final Setting Tank #2	Black Non-Fibrous Heterogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
6 / 16037417-006 @ Final Setting Tank #1	Black Non-Fibrous Heterogeneous		100%	Other	None Detected

Certification

Analyst: *Sandra Sobrin*
Analysis Date: 10/21/2016

Approved Signatory: *Sandra Sobrin*
Date: 10/21/2016



SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive, Suite B, Powhatan, VA 23139
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Web: <http://www.sanair.com> E-mail: iaq@sanair.com

SanAir ID Number

16037417

FINAL REPORT

Name: Tattvam Environmental And Engineering
Address: Solutions
11 Park Lane
Trumbull, CT 06611

Project Number: 16-092
P.O. Number:
Project Name: Torrington Wplf Hazmat

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Report Date: 10/21/2016 6:16:07 PM
Analyst: Vaughan, Nathaniel
Sobrin, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
7 / 16037417-007 @ Chlorine Tank #1	Black Non-Fibrous Heterogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
8 / 16037417-008 @ Chlorine Tank #1	Black Non-Fibrous Heterogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
9 / 16037417-009 @ Chlorine Tank #1	Black Non-Fibrous Heterogeneous	15%	Synthetic	85% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
10 / 16037417-010 @ Primary Seting Tank #3	Various Non-Fibrous Heterogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
11 / 16037417-011 @ Primary Seting Tank #2	Black Non-Fibrous Heterogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
12 / 16037417-012 @ Primary Seting Tank #1	Black Non-Fibrous Heterogeneous		100%	Other	None Detected

Certification

Analyst: *Sandra Sobrin*
Analysis Date: 10/21/2016

Approved Signatory: *Sandra Sobrin*
Date: 10/21/2016



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SanAir ID Number

16037417

FINAL REPORT

Name: Tattvam Environmental And Engineering
Address: Solutions
11 Park Lane
Trumbull, CT 06611

Project Number: 16-092
P.O. Number:
Project Name: Torrington Wplf Hazmat

Collected Date: 10/11/2016
Received Date: 10/14/2016 10:10:00 AM
Report Date: 10/21/2016 6:16:07 PM
Analyst: Vaughan, Nathaniel
Sobriano, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
13 / 16037417-013 @ Waste Sludge Holding Tank Interior	Black Non-Fibrous Heterogeneous		100% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
14 / 16037417-014 @ Waste Sludge Holding Tank Over	Black Non-Fibrous Heterogeneous		100% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
15 / 16037417-015 @ Waste Sludge Holding Tank	Black Non-Fibrous Heterogeneous		100% Other		None Detected

Certification

Analyst: *Sandra Sobriano*
Analysis Date: 10/21/2016

Approved Signatory: *Sandra Sobriano*
Date: 10/21/2016

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government.

For NY state samples, method EPA 600/M4-82-020 is performed.

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

NY ELAP lab ID 11983



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Powhatan, VA 23139
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www.sanair.com

**Asbestos
Chain of Custody**

SanAir ID Number

110037417

Company: TATTYAM ENVIRONMENTAL		Project #: 16-092	Collected by: GENEBERUBE INDU XAMBIAL
Address: 11 PARK LANE		Project Name: FORRINGTON WOLF <small>HAZMAT</small>	Phone #: 203 880 9767
City, St., Zip: TRUMBULL, CT 06611		Date Collected: 10/11/2016	Fax #:
State of Collection: CT	Account#:	P.O. Number:	Email: indu @tattyamgrp.com

Bulk			Air			Soil/Vermiculite		
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop	<input type="checkbox"/>	ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBN	PLM EPA NOB	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>			
ABBCH	TEM Chatfield	<input type="checkbox"/>						
ABBTM	TEM EPA NOB	<input type="checkbox"/>	New York ELAP			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
			PLM NY	PLM EPA 600/M4-82-020	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
			ABEPA2	NY ELAP 198.1	<input type="checkbox"/>			
Water			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>	Matrix	Other	<input type="checkbox"/>
ABHE	EPA 100.2	<input type="checkbox"/>	ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			<input type="checkbox"/>

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	24 HR <input type="checkbox"/>
	2 Days <input type="checkbox"/>	3 Days <input type="checkbox"/>	4 Days <input type="checkbox"/>	5 Days <input checked="" type="checkbox"/>

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Time* Start - Stop
1	@ chlorine contact #2		10/11		
2	@ aeration tank # 2				
3	@ aeration tank # 1				
4	@ final settling tank #3				
5	@ final settling tank #2				
6	@ final settling tank #1				
7	@ chlorine tank #1	} stop +ve			
8	@ chlorine tank #1				
9	@ chlorine tank #1				
10	@ primary settling tank #3				
11	@ primary settling tank #2				
12	@ primary settling tank #1				

Relinquished by	Date	Time	Received by	Date	Time
			CEV	OCT 14 2016	10:10 AM

Unless scheduled, the turn around time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or Holiday work must be scheduled ahead of time and is charged for rush turn around time. Work with standard turn around time sent Priority Overnight and Billed to Recipient will be charged a \$10 shipping fee. Page ___ of ___ Page 7 of 8

110037417

Sample #	Sample Identification/Location	Sample Date	Flow Rate*	Time* Start - Stop
13	@ waste sludge holding tank ^{in tank} _{bluffs}			
14	@ waste sludge holding tank ^{in tank} _{over}			
15	@ waste sludge holding tank			

Special Instructions

Relinquished by	Date	Time	Received by	Date	Time
			Cev	OCT 14 2016	10:10 AM

Unless scheduled, the turn around time for all samples received after 3 pm Friday will begin at 8 am Monday morning. Weekend or Holiday work must be scheduled ahead of time and is charged for rush turn around time. Work with standard turn around time sent Priority Overnight and Billed to Recipient will be charged a \$10 shipping fee.



Bureau of Materials Management and Compliance Assurance

Notice of Permit Authorization

June, 03 2018

Raymond E. Drew
CITY OF TORRINGTON
140 MAIN ST
TORRINGTON, CT 06790-5201

Subject: General Permit Registration for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities
Application NO.: 201804418

Raymond E. Drew:

The Department of Energy and Environmental Protection, Water Permitting and Enforcement Division of the Bureau of Materials Management and Compliance Assurance, has completed the review of the Torrington WPCF (located at 252 Lower Bogue Rd, Harwinton) registration for the **General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities, effective 10/1/13 (general permit)** . The project is compliant with the requirements of the general permit and the discharge(s) associated with this project is (are) authorized to commence as of the date of this letter. Permit No. GSN003294 has been assigned to authorize the stormwater discharge(s) from this project.

Questions can be emailed to deep.stormwater@ct.gov.

