

CONTRACT BIDDING DOCUMENTS

FOR

**VERTICAL LIFT, PORCH
RECONSTRUCTION AND SITE WORK AT
FUTURES INC**
(CBDG PROJECT)

BID # 210006



INFORMATION

VERTICAL LIFT, PORCH RECONSTRUCTION AND SITE WORK AT FUTURES INC
902 SOUTH QUAKER LANE
WEST HARTFORD, CT 06110
BID #210006

ENVIRONMENTALIST

TRC
21 Griffin Road North
Windsor, Connecticut 06095

PROJECT MANAGER

Luan Ceka, MPA
Community Programs Coordinator

ALL QUESTIONS TO

PURCHASING SERVICES

TAMMY BRADLEY

SENIOR BUYER

All questions must be submitted in writing and mailed to the Purchasing Office emailed to Tammyb@westhartfordCT.gov or faxed to 860-561-7507 at least seven calendar days prior to the date established for the opening of bids. Please do not call the Engineer/ Architect, Project Manager or Purchasing Office with questions.

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INVITATION TO BID

Sealed bids marked “ **VERTICAL LIFT, PORCH RECONSTRUCTION AND SITE WORK AT FUTURES INC BID #210006**” will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **2:30 on September 30, 2020** at which time they will be publicly opened and read*.

Plans and specifications are available for downloading at www.westhartfordct.gov/bids. Any questions concerning this request for bid shall be addressed to the Purchasing Agent at the address above.

A pre-bid conference will be held on September 17, 2020 at 11:00 AM at Futures Inc., 902 South Quaker Lane, West Hartford, CT at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team. COVID-19 Safety Precautions will be adhered to, meaning contractors must wear face masks and social distancing will be followed.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Town of West Hartford.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

The right is reserved to reject any and all bids, to waive any informalities in the bidding and to make awards in any manner that is the most beneficial to the Town.

Bidders are encouraged to attend the Town's bid opening* at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, www.westhartfordct.gov/gov/departments/purchasing/bid_results a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure.

*Due to COVID19, the Town Hall has restricted entry. For this bid, we are allowing for electronic submission along with hard copy submission. All participants must submit both. Hard copy must match electronic submission, the Town maintains the right to reject any bid that does not meet this criteria. Hard copies are to be received in the purchasing office no later than *12:00 noon on October 2, 2020*. They can be mailed or delivered. If delivered, the Town Hall has a number posted at its entry to call for receipt.

Electronic submissions are still required by ***September 30, 2020 at 2:30 PM***. In order to provide an electronic submission you must be registered in our vendor database. Please see the vendor registration instructions. Once registered, you will gain access to the bid and the bid documents. Please follow the prompts when submitting your price structures. If you have questions regarding electronic submission, please do not hesitate to contact Tammy Bradley via email at tammyb@westhartfordct.gov. Bid opening may be hosted via WebEx. Participating bidders will be given a link to join to see bid opening.

TOWN OF WEST HARTFORD
PETER PRIVITERA
PURCHASING AGENT

TO ALL VENDORS DOING BUSINESS WITH WEST HARTFORD.

Please register in our new vendor self service center

Benefits to vendors include:

1. Notification of upcoming bids
2. Ability to see Purchase Orders and Contracts
3. Information regarding payments to you
4. The ability to update your company's information such as phone number and emails
5. The ability to provide us with all of the commodity codes for your company.

Please go to the following site

<https://selfservice.westhartfordct.gov/MSS/Vendors/default.aspx>

- ✓ Create a user name and password for your company. Password must be at least 8 characters and contain a Capital and a lower case letter, a number and a symbol.
- ✓ At the bottom of the page, fill in your vendor number (created by West Hartford) and your tax ID.

Your vendor number is printed on your check above your company name

- ✓ Continue filling in required information. **Do not forget to choose commodity codes. These codes can be found under vendor information. We will notify you of upcoming bids by the codes that you have picked.**
- ✓ In addition, please download a W9 from the resources icon on the upper right hand side of the page.
- ✓ Then scan and add it to the attachments under vendor information.

Please call 860-561-7470 if you have any questions or contact tammyb@westhartfordct.gov.

PROJECT NARRATIVE:

The Town of West Hartford Social Services Division is seeking qualified Contractors to provide Vertical Lift, Porch Reconstruction and Site work in accordance with the specifications in these Contract Bidding Documents. This project is partially funded with Community Development Block Grant requiring all Davis Bacon regulations to be followed.

Vertical Lift, Porch Reconstruction and Site Work for:
Futures, Inc., 902 Quaker Lane South, West Hartford, CT

Drawings are entitled "Renovations to a building for Futures, Inc.", 902 Quaker Lane South, West Hartford, CT. Dated: 6-19-2018. Drawing A-1 and A-2.

IMPROVEMENTS FOR THIS PROJECT SHALL TAKE PLACE ON THE "D" SIDE or SOUTH SIDE OF THE PROPERTY.

The Contractor shall provide the following materials, labor, supervision and required municipal submissions to secure a building permit in accordance with drawings and other information provided by the Owner for the following:

1. Examine the existing site and determine that the proposed improvements can be executed.
2. Coordinate with Owner, all areas of site that are available for the work to be completed including staging areas, demolition and construction debris removal, and electrical power for construction equipment, water and temporary portable toilets if needed.
3. Demolition and removal of all existing site and building structures required to install all proposed improvements. All demolition debris shall be removed from the site by the contractor.
4. Temporary shoring of all existing structures to remain in place during construction.
5. Protection of all existing portions of the building to remain including weather protection such as tarps and temporary drainage piping and/or structures to prevent silt runoff into existing storm systems.
6. Excavation and removal of existing foundation structures.
7. Excavation and preparation for new concrete foundations, concrete slabs and sidewalks.
8. New concrete slabs and sidewalks shall have a broom finish surface and be level to accept new vertical lift equipment as per manufacturers' requirements.

9. Excavation and required reworking of existing underground drainage piping from existing roof leader.
10. Provide new materials in accordance with the drawings for all proposed improvements, equipment and fixtures. Any substitutions must be approved by the Owner. All materials used shall be "in kind" to existing and meet requirements of SHPO.

Warranty: One year on parts and labor or manufacturer's warranty whichever is greater.

All work must conform to all Federal, State and Local codes.

Building Permits are required and will be the responsibility of the contractor. Fee is waived.

Bid of _____, BIDDER,
(Name of Bidder)

FOR **“VERTICAL LIFT, PORCH RECONSTRUCTION AND SITE WORK AT FUTURES INC BID #210006”** FOR THE TOWN OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Peter Privitera, Purchasing Agent
Purchasing Services

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for **“VERTICAL LIFT, PORCH RECONSTRUCTION AND SITE WORK AT FUTURES INC BID #210006”** in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

Contractors shall submit with their bid:

1. Bid Forms
2. Insurance and indemnification agreement
3. Bonds
4. Certification of non-segregated facilities*
5. Certification regarding equal employment*
6. Non-collusion affidavits*
7. And, if applicable, (50 or more employees and \$50,000 in contracts), an Affirmative Action Plan*

*Form Provided

SCHEDULE OF BIDS

Due to funding sources, we are requesting contractors to provide unit pricing for furnishing all labor, materials, equipment and all else whatsoever necessary to perform work described in each numbered item in the Scope of Work. Total items shall equal project total.

1. **Base Bid Item No. 1** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the

VERTICAL LIFT, PORCH RECONSTRUCTION AND SITE WORK AT FUTURES INC BID #210006

for the lump sum of _____

_____ Dollars (\$ _____)

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and work must be coordinated with the occupant's as not to interfere with their normal business routine and is substantial completion by **November 15, 2020** and expected to have final completion by **November 30, 2020**.

BIDDER QUALIFICATIONS

- A: If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____, having its principal office at _____.

The Principal officers of said Corporation, with their titles and addresses, are as follows:

All persons interested in the Bid as principals are to be named above.

- B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

(Name of Bank)

(Address of Bank)

(Amount of Check)

- C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.
- D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in the Indemnification and Insurance Exhibit or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.
- E. Contract award will be by the Town. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.
- F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.
- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.
- J. The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the indemnification language defined in the Indemnification and Insurance Exhibit.

- K. Work must be coordinated with the occupant's as not to interfere with their normal business routine and is expected to have Substantial completion by November 15, 2020 and final completion by November 30, 2020. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED
(SEAL)

PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

E-MAIL

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to www.westhartfordct.gov/gov/departments/purchasing/vendor_registration.asp and select register. Only registered vendors can be awarded the contract.

TO: Town of West Hartford
Peter Privitera
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

In accordance with page 19, Paragraph D of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in the Insurance Exhibit.

Signature
Authorized Agent or Broker

SUMMARY OF WORK HISTORY

1. The bidder is required to state in the spaces provided below work that the bidder has performed of a similar character to the work described in the Contract Bidding Documents.

[illegible]

SUMMARY OF WORK HISTORY

2. The bidder is further required to furnish a complete list of all projects for which he has signed a construction contract within the past 36 months.

[illegible]

Indemnification and Insurance Exhibit Contractor Services

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, contractors of any tier, employees, representatives; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs (including without limitation reasonable attorneys' fees, filing fees, and court costs), penalties, liabilities or judgments of any name or nature for bodily injury, death, disease, or sickness; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including Town of West Hartford and West Hartford Board of Education, and/or its agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representative, and volunteers, the Contractor, or by the public, even if caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, and/or its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them arising from or related to the performance of the underlying agreement.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers, and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs, (including without limitation reasonable attorneys' fees, filing fees and court costs), penalties, liabilities or judgments that may arise out of the failure of the Contractor, its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the agreement relating to insurance requirements. The Parties agree that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the agreement.

II. INSURANCE

A. Insurance Requirements

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the underlying agreement, including any and all extensions, except as defined otherwise in this exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
- 3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives, and volunteers as an additional insured. The coverage shall include, but not be limited to, defense, investigation, judgment, payment, or settlement of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.

4. When the Town or the Contractor is damaged by the Contractor's failure to purchase or maintain insurance required under this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees, court costs, and all other costs of litigation properly attributable to the Contractor's failure to purchase or maintain insurance.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed as identified in the underlying agreement.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. If a vehicle is not used in the execution of the underlying agreement then the Risk Manager may waive automobile coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the underlying agreement. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all actions, claims, and lawsuits, proceedings and/or exposure arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to defend, hold harmless and indemnify the Town from any and all claims, compensation, costs, damages, fines, losses, payments, penalties of any kind, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. **Minimum Scope and Limits:** The required insurance shall meet the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with the underlying agreement. The Contractor is responsible for any claims compensation, costs, damages, fines, losses, payments and penalties of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the underlying agreement.

2. **Certificates of Insurance:** The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.

3. Subcontractors: The Contractor shall cause all subcontractors of any tier, acting on its behalf, to comply with this exhibit. The Contractor shall either include its subcontractors as an insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory:. All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the underlying agreement, for a minimum of two (2) years, except as defined otherwise in this exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be cancelled, reduced, suspended, voided except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the underlying agreement.

LABOR REQUIREMENTS

This project is partially funded by the Community Development Block Grant (CDBG) therefore Davis Bacon requirements shall be enforced.

Contractors shall submit with their bid:

1. Bid Forms
2. Insurance and indemnification agreement
3. Bonds
4. Certification of non-segregated facilities*
5. Certification regarding equal employment*
6. Non-collusion affidavits*
7. and, if application (50 or more employees and \$50,000 in contracts), an Affirmative Action Plan*

*Forms provided

PREVAILING WAGE RATES

The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.

Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.

"General Decision Number: CT20200021 07/10/2020

Superseded General Decision Number: CT20190021

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/21/2020
3	04/03/2020
4	04/24/2020
5	05/01/2020
6	05/08/2020
7	05/15/2020
8	05/22/2020
9	06/05/2020
10	07/03/2020
11	07/10/2020

ASBE0033-002 06/01/2019

Rates

Fringes

HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....	\$ 40.21	30.99
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BRCT0001-001 01/06/2020

	Rates	Fringes
BRICKLAYER.....	\$ 35.71	33.31

BRCT0001-002 01/07/2019

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 35.71	33.31

BRCT0001-005 01/06/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.71	33.31

CARP0326-024 05/04/2020

	Rates	Fringes
FLOOR LAYER: Carpet Only.....	\$ 34.53	25.64

CARP0326-025 05/04/2020

	Rates	Fringes
FLOOR LAYER: Hardwood Floors Only.....	\$ 34.53	25.64

CARP0326-027 05/04/2020

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 34.53	25.64

CARP0326-028 05/04/2020

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 34.53	25.64

ELEC0035-014 06/01/2020

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 40.25	3%+29.17

ELEV0091-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.12	34.765

ENGI0478-004 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 42.11	25.30

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

ENGI0478-005 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer)		
Finegrade (Slopes, Shaping, laser or GPS, etc.).....	\$ 41.32	25.30
Rough Grade Dozer.....	\$ 39.95	25.30

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

ENGI0478-012 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane under 100 ton rated capacity)).....	\$ 41.32	25.30

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

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

holiday.

ENGI0478-016 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader - 7 cubic yards or over).....	\$ 42.45	25.30

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

IRON0015-010 06/01/2020

	Rates	Fringes
IRONWORKER (Reinforcing, Structural, Ornamental).....	\$ 36.67	37.62

LAB00230-001 04/05/2020

	Rates	Fringes
LABORER Common or General.....	\$ 31.00	22.15
Mason Tender- Cement/Concrete.....	\$ 31.50	22.15

PAIN0011-014 06/01/2020

	Rates	Fringes
GLAZIER.....	\$ 39.18	22.55

PAIN0011-021 06/01/2020

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 35.62	22.55

PAIN0011-023 06/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.37	22.55

PLUM0777-001 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 44.63	32.95

PLUM0777-003 06/01/2020

	Rates	Fringes
PIPEFITTER.....	\$ 44.63	32.95

PLUM0777-004 06/01/2020

	Rates	Fringes
PLUMBER (HVAC Pipe Installation).....	\$ 44.63	32.95

* ROOF0009-001 06/01/2020

	Rates	Fringes
ROOFER		
Composition.....	\$ 38.40	21.89
Slate and Tile.....	\$ 38.90	21.89

SFCT0669-002 04/02/2020

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.92	26.08

SHEE0040-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Unit Installation).....	\$ 38.90	39.46

SHEE0040-002 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only).....	\$ 38.90	39.46

SHEE0040-008 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 38.90	39.46

TEAM0677-001 04/05/2020

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 30.08	25.79

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

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

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

Union Rate Identifiers

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

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

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

NOTICE ON EQUAL ACCESS
Regardless of Sexual Orientation,
Gender Identity, or Marital Status for
HUD's Community Planning and Development Programs

The Town of West Hartford receives funding from the U.S. Department of Housing and Urban Department's (HUD) Office of Community Planning and Development (CPD) and MUST comply with the following REQUIREMENTS:

- Determine your eligibility for assistance regardless of your sexual orientation, gender identity, or marital status, and must not discriminate against you because you do not conform to gender or sex stereotypes (i.e., because of your gender identity);
- Grant you equal access to CPD programs or facilities consistent with your gender identity, and provide your family with equal access;
- MUST NOT ask you to provide anatomical information or documentary (like your ID), physical, or medical evidence of your gender identity; and
- Take non-discriminatory steps when necessary and appropriate to address privacy concerns raised by any residents or occupants, including you.

If you think this program has violated any of these requirements, including any denial of services or benefits, **contact your local HUD office for assistance with alleged violations of HUD program regulations. Local offices can be found at:**

http://portal.hud.gov/hudportal/HUD?src=/program_offices/field_policy_mgt/localoffices

If you believe you have experienced housing discrimination because of race, color, religion, national origin, disability, or sex, including discrimination because of gender identity, contact 1-800-669-9777 or file a written complaint with HUD at: www.hud.gov "file a discrimination complaint". Persons who are deaf, hard of hearing, or have speech impairments may file a complaint via TTY by calling the Federal Information Relay Service at (800) 877-8339.

To better understand HUD's requirements, the following definitions apply:

- **Sexual orientation** means one's emotional or physical attraction to the same and/or opposite sex (e.g. homosexuality, heterosexuality, or bisexuality).
- **Gender identity** means the gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity.
- **Perceived gender identity** means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents.

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

PLEASE SUBMIT WITH BID

SECTION 00302

1. Certification of Non Segregated Facilities
2. Certification of Bidder Regarding Equal Employment Opportunity
3. Certification of Proposed Subcontractor(s) Regarding Equal Employment Opportunity (if applicable)
4. Non-Collusion Affidavit of Prime Bidder
5. Non-Collusion Affidavit of Subcontractor (if applicable)
6. Affirmative Action Plan (Each government contractor with 50 or more employees and \$50,000.00 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments).
 - a. Instruction for filling out an affirmative action plan (if required)
 - b. Section 3 requirements

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Date: _____

By: _____

Official Address: _____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ___ No ___ (If yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ___ No ___ (If yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ___ No ___ None required ___
4. If answer to item 3 is "No," please explain in detail on reverse side of the certification.

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

Name and Title of Signer (Please type or print)

Signature

Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

(Name of Prime Contractor)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses and, if so, whether it has filed all compliance reports under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits were to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports are required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes _____ No _____ None Required _____
4. If the answer to item 3 is "no" please explain in detail on reverse side of the certification.

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

Name and Title of Signer (Please type or print)

Signature

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut

County of Hartford

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

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

Signed

(Title)

Subscribed and sworn to before me this _____ day of _____, 2011.

_____ My Commission expires: _____

(Title)

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of) Connecticut

County of) Hartford

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

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

Signed _____

Title _____

Subscribed and sworn to before me this ____ day of _____, 2014.

Signed _____

Title _____

My Commission expires: _____

INSTRUCTIONS FOR FILING AN AFFIRMATIVE ACTION PLAN

1. DIRECTION OF ACTION ACTIVITY

The "Plan" is designed to include in the workforce groups from the Labor Market Area, PMSA including Whites, Blacks, Spanish-Americans, Orientals, American Indians and other groups which have been discriminated against on the basis of Race, Color, Religion, Sex or National Origin.

The Program includes all employment activities, including but not limited to hiring, firing, promotion, compensation, and other terms privileges and conditions of employment.

The Program should also provide for upward mobility for those individuals who have because of Race, Color, Religion, Sex or National Origin been relegated to low paying jobs.

2. EQUAL EMPLOYMENT OFFICER

This person must be sensitive to varied ways in which discrimination limits job opportunities and be committed to program goals and have sufficient status and ability to work with others in the company. He should have direct access to the Chief Executive.

This person will be responsible for implementation and monitoring of this plan.

3. RECRUITMENT EFFORTS

a. Advertising

Newspapers - All advertisements shall include the use of the Equal Opportunity slogan, and all ads depicting persons shall depict persons of majority and minority groups.

Copies of all advertising material should be kept on file by the applicant to show how the Affirmative Action Plan has been implemented.

(1) Communication Media

Describe use of communications media, stating name of newspaper, radio or TV stations, identifying as to whether Majority, Minority or both in circulation or audience and stating the approximate frequency and size/time of ad to be placed.

b. Community / Minority Organizations

In smaller communities where there are no formal communications media in the minority community, special outreach efforts must depend upon community contacts.

Name community groups whom you expect to contact, give racial/ethnic identification of each, and state the nature of anticipated contact (mail or visit) and approximate frequency of contact. Enclose copies of any letters to be sent.

Strong contact can be made by meeting the leader of the group. Churches, social, civic and fraternal organizations and labor unions are useful. Small businesses such as barber shops, beauty parlors, and shoe repair shops may be utilized for distribution of brochures and other material. Personnel departments of major employers such as industrial plants or local, state or federal government agencies may help disseminate housing information.

Other - Specify colleges, high schools, employment agencies to be contacted and method.

4. INTERNAL DISSEMINATION

All staff, professional and clerical should be instructed in writing as well as orally that it is the policy of the applicant to obey all applicable Equal Employment Laws, to refrain from discriminating regarding any application for employment on the basis of Race, color, Religion, Sex or National Origin, and affirmatively promote Equal Employment. Each member of the staff should be furnished a copy of Executive Order 11246, Title VII, 1964 Civil Rights Act (as amended 1972), the staff should also be aware of all applicable State Laws, and Local Ordinances.

- a. Training sessions - specify who will be involved and how often sessions will be held.
- b. Training format - copy instructions given to all employees.

- c. Materials posted - describe what materials will be posted, and where they will be posted.

5. UNIONS/SUBCONTRACTORS/VENDORS (NOT APPLICABLE TO AGENCIES)

To insure this Affirmative Action Plan remains credible requires the assistance of Unions/Subcontractors/Vendors used. They must be knowledgeable of your intent to comply with the Law, and your Company/Agency position.

- a. Specify - List by Company those Subcontractors/Vendors you plan to use. If they are Minority owned (51%) so specify.
- b. Communication - List method and type of communications forwarded that implements this plan.
- c. If you are requiring an Affirmative Action Plan from your Subcontractors / Vendors, indicate who has complied and what dollar amount you have set. The Federal requirement are that each government contractor with 50 or more employees and \$50,000.00 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments. This aspect of the plan indicates outreach and commitment to the theme of Equal Opportunity.

6. PRESENT STAFF ANALYSIS

This is the first step toward defining your specific affirmative action goals. This format indicates your under-utilization and show areas where affirmative action must be taken in order to correct these negatives.

7. PROJECTIONS (GOALS AND TIMETABLES)

Any serious program requires setting measurable goals and reasonable timetables for achieving them. These goals have the objective of eliminating employment discrimination and effects of past discrimination. These goals should consider turnover, attrition, expansion or contraction, etc.

INSTRUCTIONS FOR FILING AN AFFIRMATIVE ACTION PLAN**AFFIRMATIVE ACTION PLAN**

APPLICANT'S NAME	ADDRESS	ZIP CODE
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NAME AND LOCATION OF PROJECT	TOTAL DOLLAR AMOUNT
------------------------------	---------------------

DIRECTION OF ACTION PLAN

Title VII of Civil Rights Act of 1964, as amended in 1972 prohibits discrimination because of Race, Color, Religion, Sex, National Origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and condition of employment.

1. State what groups in your judgment are underutilized in your working staff presently:

2. Equal Opportunity Officer (Name, Address, Phone, Title)

3. Recruitment efforts (state name, address, phone, organization, contact person)

Newspapers (approximate frequency and use)

Radio/TV (approximate frequency and use)

Community/Minority Organizations (describe method of contact - phone, mail, visit)

Other

4. INTERNAL DISSEMINATION

Training sessions (who is involved, how often held)

Training format (Describe training given to all employees regarding implementation of Equal Employment Laws and this AAP)

Materials to be posted

5. UNIONS/SUB-CONTRACTORS/VENDORS USED

Specify: (If Minority, so indicate) (Include Dollar Amount)

Communications (Company's Equal Opportunity Policy forwarded)

Is there an AAP required of subcontractors/vendors? (If so, specify who compiled and dollar amount)

6. PRESENT STAFF ANALYSIS

An Affirmative Action Plan must be tailored to the circumstances which apply to the Applicant, Sponsor, or Contractor, their Locality, their Area Labor Market Conditions and all the operations (Federal and Non Federal) in which they are involved. (Chapter 14, Page 18 8000.6 Contract Compliance Handbook Executive Order 11246)

	WHITE	BLACK	SPANISH-SURNAMED	MALE	FEMALE
PROF					

ADMIN.

CLERICAL

WORKFORCE

JOURNEYMAN

HELPER

APPRENTICE

TRAINEE

7. PROJECTIONS – NUMBER AND PER CENT

MONTHLY PROJECTION

[illegible]

J - JOURNEYMAN

H - HELPER

AP - APPRENTICE

T - TRAINEE

8. List previous federal contracts involved in and success in achieving Equal Employment Opportunity.

9. Please describe other efforts planned as part of your outreach efforts not adequately covered by this form.

SECTION 3**135.20 ASSURANCE OF COMPLIANCE WITH REGULATIONS**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1963 as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

"Lower income residents of the project area" means any individual who resides within the area of a section 3 covered project and whose family income does not exceed 90 percent of the median income in the Standard Metropolitan Statistical Area (or the county if not within an PMSA) in which the section 3 covered project is located.

The parties to this contract will comply with the provisions of said section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workman's representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient and federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement on ability to comply with requirements on the regulations.

Compliance with provisions of section 3, the regulations set forth in 24 CFR part 135 and all applicable rules and orders of the department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project binding upon the applicant or requirement for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR part 135.

-prior to contract award the contractor shall be required to submit a preliminary statement of work force requirements (skilled, semi-skilled, unskilled labor and trainees by category) to the Town's Materials Administration Department.

-the contract shall identify efforts to be used in recruiting Section 3 lower-income residents to meet work force requirements.

-the contractor shall identify efforts to be used in utilizing small businesses located in the project area or owned in substantial part by persons residing in the project area.

-the contractor shall identify proposed subcontractors and businesses to be used and estimated related dollar values.

-upon request by the Town, the contractor shall submit information regarding the number of Section 3 lower-income residents employed and the dollar value associated with contracts and business with Section 3 area businesses.

CERTIFICATION

I, _____, of _____ (the Contractor),
certify that: I shall comply with all obligations stated in Section 3 above.

Signature

Date