

Form Pur. 1
 REQUEST FOR QUOTATION
 BIDS TO BE SUBMITTED TO:
 DEPARTMENT OF PURCHASES
 27 WEST MAIN STREET, ROOM 401
 NEW BRITAIN, CT 06051

Bid No. 3716

Bid No. 3716

Issued: 8/5/2013

Date Submitted: _____

Page 1 of 52 Pages
 & Federal Requirements

Delivery: _____ days after receipt of order

Terms: Cash Discount _____ % 30 Days

Net Cash _____ Days

Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and/or services against which prices are quoted.

Bidder _____

Street _____

City _____ ST _____ Zip _____

Prices Quoted Must be F.O.B. _____

New Britain, CT

Date of Bid Opening 8/27/2013 Time 11:00 am

Signature and Title

Delivery Required _____

(Printed name of signer)

Amount of Bid Bond 10%

Bidder's Telephone Number _____

Jack Pieper
 Purchasing Agent

Bidder's Email Address _____

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	LUMP SUM/Provide Units Costs
	<p>Way Finding and Interpretive Signage Program:</p> <p>1 Type A: (7) Major Vehicular Directional/Gateway signs including footings & installation</p> <p>2 Type B: (12) Secondary Vehicular Directional signs including footings & installation</p> <p>3 Type C: (1) Overhead Vehicular Directional signs including installation</p> <p>4 Type D: (5) Pedestrian Directional Signs including footings & installation</p> <p>5 Type E: (24) Pole Mounted Vehicular Directional signs including installation</p> <p>6 Type H: (13) Interpretive Kiosk Sign Frames including footings and installation (Porcelain Panels by others)</p> <p>7 Type M: (6) District Marker Sign Frames including footings and installation (Porcelain Panels by others)</p> <p>8 Trafficperson (Municipal Police Officer)</p> <p>See attached drawings for details, location plans, message schedules, etc. entitled:</p> <p>WAY-FINDING AND INTERPRETIVE SIGNAGE PROGRAM for the CITY OF NEW BRITAIN, CT dated June 1, 2013</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED WITH BID SUBMISSION:</p> <ol style="list-style-type: none"> Form Pur. 1 (Request for Quotation), Page 1 Form of Bid, Page 31 A Bid Bond is required for all goods or services that are \$25,000.00 or greater, Pages 32-33 Non Collusive Affidavit of Bidders, Page 34 Notice to Prospective Bidders, Pages 35-36 Form W9, Page 37 <p>***PLEASE SUBMIT BIDS IN DUPLICATE***</p> <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p>	<p>Please Submit Pricing on Form of Bid, Page 31</p>

IMPORTANT - READ CAREFULLY BEFORE MAKING BID: CONDITIONS, BID TERMS AND INSTRUCTIONS CITY OF NEW BRITAIN CONNECTICUT -DEPARTMENT OF PURCHASES

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.
7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.

 Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.
8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
10. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.
11. Section 2-592, All formal bids shall, whenever possible, be based on at least three (3) competitive bids and shall be awarded to the lowest responsible bidder. If three (3) competitive bids are not received, the City reserves the right to reject any and all bids received and not to award the bid and to go back out to bid to obtain three (3) competitive bids.

12. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

13. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.

14. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.

15. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

16. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

17. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.

18. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.

19. All contracts for goods or services where the contract price is more than \$50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.

20. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.

21. The Bidder agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor, the City of New Britain Connecticut and the U.S. Department of Labor.

22. A performance guarantee shall be required per City Ordinance, Sec. 2-702, for all contracts for goods and services entered into by the City of New Britain where the contract price is fifty thousand dollars (\$50,000.00) or more. A performance guarantee shall be required for contracts of less than fifty thousand dollars (\$50,000.00) where deemed necessary in order to protect the interests of the City or as required by State or Federal statute, ordinance or regulation.

CITY OF NEW BRITAIN
PUBLIC BID NO. 3716

The City of New Britain, through its Purchasing Agent, is seeking competitive bids for the following commodity:

Way-finding and Interpretive Signage Program

Specifications for the required products follow. The Purchasing Agent reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. *SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME.*

NOTICE TO BIDDERS:

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. Manufacturer must be clearly stated.
5. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications may be directed to: Robert Trottier, Acting City Engineer, New Britain Public Works Department, City of New Britain, 27 West Main Street New Britain, CT 06051
Phone (860) 826-3355 | Fax (860) 826-3353.
6. Vendor insurance requirements are as follows:
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	Auto Liability*	\$1,000,000
	Combined Single Limit	

	Each Accident	
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

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

Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Acting Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation. The Contractor also agrees to name the City as Additional Insured on all insurance policies except Workers Compensation and to provide the City a waiver of subrogation on all policies.

Purchaser shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

7. **HOLD HARMLESS AGREEMENT:** The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same. The City reserves the right to reject any Bid submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the Bid of any Bidder it considers not responsible.

9. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all bids if evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery the items contemplated therein.

10. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any within the bid documents, the Bidder should contact the Purchasing Agent requesting clarification.

11. The City reserves the right to accept or reject any or all bids and to withdraw this invitation to bid at any time before or after the bids are opened.

12. If City Hall is closed on the day of the bid opening due to inclement weather or any other conditions, the bid opening date shall be postponed until the same hour on the next day that City Hall is officially open for business.

13. Please note that it is the Bidder's responsibility to check on-line a minimum of twenty-four (24) hours in advance of the bid opening to determine if an addenda have been issued.

14. All Bidders must complete the W9, Non Collusive Affidavit of Bidders, and the Notice to Prospective Bidders Certification Required forms, which are attached, and submit them with their bid documents in order for their bids to be considered. Bidders shall certify that neither they nor any business or corporation fully or partially owned by the Bidders are not delinquent on the payment of City property taxes or fees. The Non Collusive Affidavit must be also be signed and notarized by an official State Notary and the Notary's seal placed on it. If the required forms are not completed the City reserves the right to reject the submitted bid. A 10% Bid Bond must be submitted with the submittals. A Performance and Materials Bond and Certificate of Insurance will be required from the company awarded the bid.

CONTRACT-FORM OF AGREEMENT/BONDS

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

THIS AGREEMENT, made the _____ day of _____
in the year **TWO THOUSAND AND THIRTEEN** by and between THE CITY OF NEW
BRITAIN, hereinafter called the "OWNER" and _____
_____, hereinafter called the
"CONTRACTOR".

WITNESSETH THAT, the Contractor and the Owner for the
considerations hereinafter named agree as follows:

Article 1. SCOPE OF WORK-- The Contractor shall furnish all of the
materials and perform all of the work shown on the drawings and
described in the specifications prepared by the City of New Britain as
and in these Contract Documents entitled "Way finding and Interpretive
Signage Program, **Bid No. 3716**; and shall do everything required by the
Contract Documents as designated in Article 3 of this Agreement.

Article 2. THE CONTRACT PRICE-- The Owner will pay the contractor for
the performance of the Contract in current funds, for the total
quantities of work performed at the unit prices stipulated in the Bid
for the several respective items of work completed subject to
additions and deductions as provided in the Section entitled "Changes
in the Work" under the General Conditions."

Article 3. CONTRACT-- The executed contract documents shall consist
of the following:

- a. This Agreement
- b. Addenda thereto:
No. ___ date _____ No. ___ date _____ No. ___ date _____
- c. Request for Quotation Document
- d. Way Finding Interpretive Signage Program plans dated June 1, 2013
- e. Other Contract Drawings issued
- f. Specifications
- g. New Britain Standard Specifications for Municipal Construction
- h. Connecticut Department of Transportation Form 816

This Agreement, together with the other documents enumerated in this
Article 3 and other documents which are made part hereof by reference,
forms the Contract between the parties hereto.

CONTRACT-FORM OF AGREEMENT/BONDS

The Contractor and the Owner for themselves, their successors, executors and administrators and assigns hereby agree to the full performance of the covenants herein contained.

Article 4. NOTICE TO PROCEED, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:--The Contractor shall agree to commence work within ten (10) calendar days after receipt of the "Notice to Proceed" from the Owner. Such Notice may be sent after execution of this Agreement (also referred to herein as the "Contract").

The Contractor shall agree to complete the work within 90 days from receipt of the Notice to Proceed. The date of completion shall be known as the "Date of Substantial Completion" when all construction is sufficiently complete in accordance with the Contract Documents, so the owner can occupy or utilize the work or designated portion thereof for the use which it is intended, and the work is properly finished to provide the appearance intended, and the Certificate of Completion is issued by the Owner to the Contractor.

The Contractor shall prosecute the work continuously until completion. The rate of progress for any given Phase shall be at least that shown on the "Schedule of Progress" which is to be submitted to the Engineer by the Contractor in a form satisfactory to the Engineer prior to execution of this Agreement.

In general, work shall be prosecuted continuously throughout the term of the Contract. The Contractor will be expected to keep work going whenever possible. The Engineer will determine when conditions are unfavorable for work, or for any portion thereof, and may order that work be suspended on any part or all portions of the Contract whenever, in his opinion, the conditions are not such as will insure first class work.

The Contractor shall further agree that the Date of Completion of the Project Work is a reasonable time for completion of the work contemplated in accordance with the Improvement Plans, Specifications, and other Contract Documents, taking into consideration average weather conditions, availability of labor and delivery of materials and equipment.

If the Contractor neglects, fails or refuses to substantially complete the Project Work within the Time of Completion as specified herein, or any proper extension granted thereto by the Owner in accordance with the General Conditions, then the Contractor shall agree, as part consideration for the award of this Contract, to pay to the Owner a liquidated damage for breach of contract for **each and every calendar day** that the Contractor shall be in default on the subject Phase. This is not to be construed in any sense as a penalty.

CONTRACT-FORM OF AGREEMENT/BONDS

Where actual damages for any delay in substantial completion of a Phase are impossible to determine by reason of the Owner's election not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for, and shall pay to the Owner, the sum of ***Four Hundred Fifty Dollars (\$450)**, as fixed, agreed, and liquidated damages for **each calendar day** of such delay until the work is substantially completed and accepted.

The Owner, however, may accept the work if there has been such a degree of completion as will, in the Owner's opinion, make the project reasonably safe, fit, and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with liquidated damages, but the Owner may assess the actual damages by such delay.

Article 5. GUARANTEE:-- The Contractor guarantees the work done under this contract and the materials furnished by him and used in the work are free from defects, and the guarantee is for a term of **one year** from and after the date of the **Certificate of Project Completion**. It is agreed and understood that the Contractor will at any time during this one year period, upon notification in writing from the Engineer, and without expense to the Owner, immediately execute all repairs which may be necessitated, as determined by the Engineer, by reason of any defective materials used therein, or by defective workmanship, or by reason of the normal use or functioning of all facilities constructed under this contract.

The Owner reserves the right to retain up to five percent (5%) of the Total Contract Price, or to accept, at the Owner's option, a Guarantee Bond for up to five percent (5%) of the Total Contract Price, and to hold such retainage or bond for the duration of the guarantee period. Upon expiration of the guarantee period, provided that all work is in good order, the Contractor shall be entitled to receive said retainage or, if posted, the release of the Guarantee Bond.

Article 6. HOLD HARMLESS AGREEMENT:--The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Contractor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

CONTRACT-FORM OF AGREEMENT/BONDS

This Agreement shall be binding on and inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

OWNER: CITY OF NEW BRITAIN

BY: _____

Signed in the presence of: _____

CONTRACTOR: _____

BY: _____

Signed in the presence of: _____

This Agreement was entered into pursuant to approval of the Common Council on _____, _____, Resolution No. _____ and approved by the Mayor.

CONTRACT-FORM OF AGREEMENT/BONDS

ACKNOWLEDGMENT OF PRINCIPAL, (IF A CORPORATION)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, ____, before me, personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation: that one of the impressions affixed to said instrument is an impression of such seal: that it was so affixed by order of the director of said corporation, and that he signed his name thereto by like order.

SEAL

ACKNOWLEDGMENT OF PRINCIPAL, (IF A PARTNERSHIP)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, ____, before me, personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

SEAL

ACKNOWLEDGMENT OF PRINCIPAL, (IF AN INDIVIDUAL)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, ____, before me, personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

SEAL

CERTIFICATE OF OWNER'S ATTORNEY

CONTRACT-FORM OF AGREEMENT/BONDS

I, the undersigned _____ the duly
authorized and acting legal representative of

_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives: that said representatives have full power and authority to execute said agreements on behalf of the respective parties name thereon: and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

BY: _____
Attorney-in-fact

Law Firm: _____

Address - Zip Code: _____

Date: _____

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PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____ a _____,
Contractor) (Corporation, Partnership or Individual)
hereinafter called "PRINCIPAL" and _____
(Surety)
of _____, State of _____
hereinafter called the "SURETY", are held and firmly bound unto CITY
OF NEW BRITAIN, hereinafter called "OWNER" in the penal sum of
_____ Dollars (\$ _____) in lawful money of
the United States, for the payment of which sum well and truly to be
made we bind ourselves, our heirs, executors, administrators and
successors jointly and severally, firmly by these presents.

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

Way Finding and Interpretive Signage Program, Bid No. 3716

NOW, THEREFORE, if the Principal shall well, truly and faithfully
perform its duties, all the undertakings, covenants, terms, conditions
and agreements of said contract during the original term thereof, and
any extensions thereof which may be granted by the Owner, with or
without notice to the Surety, and if he shall satisfy all claims and
demands incurred under such contract and shall fully indemnify and
save harmless the Owner from all costs and damages which it may suffer
by reason of failure to do so, and shall reimburse and repay the Owner
all outlay and expense which the Owner may incur in making good any
default, and shall promptly make payment to all persons, firms
subcontractors, and corporations furnishing materials for or
performing labor in the prosecution of the work provided for in such
contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline,
coal and coke, repairs on machinery, equipment and tools, consumed or
used in connection with the construction of such work, and all
insurance premiums on said work, and for all labor, performed in such
work whether by subcontractor or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety, for value received,
hereby stipulates and agrees that no charge, extension of time,
alteration or addition to the terms of the contract or to the work to
be performed thereunder or the specifications accompanying the same
shall in any way affect its obligation on this bond, and it does
hereby waive notice of any such change, extensions of time alteration

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or addition to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2011.

ATTEST:

_____ Principal

(Principal) Secretary

BY:

(SEAL)

_____ (Address - Zip Code)

Witness as to Principal _____

(Address - Zip Code) _____

ATTEST:

_____ Surety

BY:

Attorney-in-fact

(SEAL)

_____ (Address-Zip Code)

Witness as to Surety

NOTE: Date of Bond must not be prior to date of Contract. If a Partnership, all partners should execute the bond.

_____ (Address-Zip Code)

BOND NO.

LABOR AND MATERIAL PAYMENT BOND

CONTRACT-FORM OF AGREEMENT/BONDS

Note: This bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____ ,
as Principal (hereinafter called Principal) and
_____ as surety (hereinafter called Surety)
are held and firmly bound unto THE CITY OF NEW BRITAIN as Obligee
(hereinafter called Owner) for the use and benefit of claimants as
hereinbelow defined; in the amount of
_____ Dollars (\$ _____),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, principal has written agreement dated
_____, entered into a Contract with Owner for the
construction of

,Public Bid No.

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alterations, extension or forbearance being hereby waived.

SPECIFICATIONS:**NOTICE TO CONTRACTOR – BID DOCUMENTS**

The Bid Documents for the Project shall consist of the following:

- a) This request for Bids
- b) Connecticut Department of Labor Wage Rates
- c) Federal Contract Requirements
- d) Way Finding and Interpretive Signage Program for the City of New Britain, dated June 1, 2013
- e) New Britain Standard Specifications for Municipal Construction dated May 2008, available on the web under the Documents link at www.newbritainct.gov
- f) Connecticut Department of Transportation Form 816 including the latest Supplements dated January 2013.

NOTICE TO CONTRACTOR – TECHNICAL SPECIFICATIONS

The material and construction methods for the work specified in this contract shall conform with the applicable provisions of the State of Connecticut, Department of Transportation specification entitled *Standard Specifications for Roads, Bridges and Incidental Construction, Form 816*, Dated 2004, Last Revised January 2013, and the Special Provisions contained in the Contract Documents. *Standard Specifications for Roads, Bridges and Incidental Construction, Form 816* and all subsequent revisions, *Supplemented Form 816, January 2013* are hereby made part of this contract. “Form 816” and Supplemental Forms may be purchased from:

Connecticut Department of Transportation, Plan Sales Office
160 Pascone Place
Newington, Connecticut 06111

Or may be viewed at the State of Connecticut, Department of Transportation’s web site at <http://www.ct.gov/dot>

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

NOTICE TO CONTRACTOR – COORDINATION WITH STREETSCAPE PROJECT

The Contractor is hereby required to coordinate with the City of New Britain, Downtown Streetscape Improvements Phase II Project, which is currently under construction, for the installation of interpretive kiosk footings for Signs H-3 and H-10.

NOTICE TO CONTRACTOR – DOUBLE SIDED SIGNS

Unit prices for all sign types shall include double sided signs as noted on the Way-Finding and Interpretive Signage Program Message Schedule.

ITEM NO 1 – 7**SECTION 104270 – NEW BRITAIN WAYFINDING & INTERPRETIVE SIGNAGE**

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes the following types of signs:
1. Fabricated Aluminum Post and Panel Signs with concrete footings.
 2. Aluminum Sign Panels with Applied Reflective Graphics.
 3. Aluminum Post and Panel Signs with Applied Reflective Graphics.
 4. Welded Aluminum Sign Frames.

1.2 SUBMITTALS:

- A. General: Submit the following in accordance with Form 816 Article 1.20-1.05.02 and NOTICE TO CONTRACTOR—SUBMITTALS.
1. Product data for each sign type specified, including details of construction relative to materials, dimensions of individual components, profiles, and finishes. Provide certifications that all work has been designed and installed in accordance with ADA requirements.
 2. Shop drawings showing fabrication and mounting method of each sign type. Include plans, elevations, and large scale sections of typical components. Show anchors, layout, reinforcement, accessories and installation details.
 - a. Provide a message list for each sign required, including large scale details of wording and lettering layout.
 - b. For signs supported by or anchored to permanent construction, provide setting drawings, templates, and directions for installation of anchor bolts and other anchors to be installed.
 - c. Additions or modifications to details, which are necessary due to special conditions encountered during the site survey, shall be provided by the Contractor as part of the contract and at no additional cost to the State.
 3. Materials List: Submit complete list of all materials proposed to be furnished and installed under this Section, making all submittals and re-submittals in accordance with the provisions of the Contract Documents and submit a notarized Certificate of Compliance.
 4. Samples: Provide the following samples of each sign component for initial selection of color, pattern and surface texture as required and for verification of compliance with requirements indicated.
 - a. Submit 4" x 4" color samples of each specified finish including paints, coatings, applied vinyl, and aluminum.

- b. Typical mounting brackets.
 - c. Submit a complete sample alphabet of each typeface and pictogram specified (1" minimum height).
 - d. Submit an 8-1/2" x 11" color print of each specified logotype, to include any modifications as required.
 - e. As part of Shop Drawing submission provide a detailed schedule of proposed times and dates for the installation of the signs. Schedule shall be submitted for review and approval.
 - f. Catalog Cuts: Catalog cuts shall be marked to indicate the item, model, capacities and other characteristics listed in the table or on printed sheets.
 - g. Submit one full size sign sample of Sign Type B, "Secondary Vehicular Directional Sign", for review and approval by the owner. Approved signs types may be installed as part of the sign package.
5. As part of Shop Drawing submission provide a detailed schedule of proposed times and dates for the installation of signage. Schedule shall be submitted for review and approval. All work shall be performed in accordance with any modifications affected by train schedule.

1.3 QUALITY ASSURANCE:

- A. Sign Fabricator Qualifications: Firm experienced in producing signs similar to those indicated for this Project, with a record of successful in-service performance, and sufficient production capacity to produce sign units required without causing delay in the Work.
- B. Single-Source Responsibility: For each separate sign type required, obtain signs from one source of a single manufacturer.
- C. Comply with all provisions of the Americans with Disabilities Act of 1990, and the subsequent Department of Justice *2010 ADA Standards for Accessible Design; ANSI A117.1-2003, Accessible and Useable Buildings and Facilities* and all other applicable codes with regard to signage, as well as any and all subsequent appendices, addenda or revisions.
- D. For actual fabrication of the site signage, use only mechanics that are thoroughly trained and experienced in the skills required for the manufacture and fabrication of the units. In acceptance or rejection of the manufactured units, no allowance will be made for lack of skill on the part of the fabricator/manufacturer.
- E. Tolerances:
 - 1. Sign Panels
 - a. The Contractor shall note on the shop drawings all fabrication tolerances including, but not limited to: plumb, thickness, length, width, square-ness, camber, and flatness.

- b. Signs shall be free of defects including, but not limited to: buckles, dents, warps, wrinkles, and burrs.
 - 2. Messages
 - a. Message Location: $\pm 1/16$ inch from the location as shown.
 - b. Line-to-Line: $\pm 1/32$ inch between each line and $\pm 1/16$ inch over entire message.
 - c. Letter-to-Letter or Symbol (horizontally and vertically): $\pm 1/32$ inch between each letter or symbol and $\pm 1/16$ inch over an entire line.
 - 3. All sign face panels shall be of a single sheet. Joined pieces will not be accepted.
 - 4. Design components to allow for expansion and contraction for temperatures ranging between -20°F and $+100^{\circ}\text{F}$, without causing buckling, opening of joints, or overstressing of welds and fasteners.
 - 5. Comply with AWS D1.2 for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded joints of all welding flux and dress on all exposed and contact surfaces.
 - 6. Mill joints to a tight, hairline fit. Cope or miter corner joints.
- F. The Contractor shall have all mounting and fabrication details and calculations designed, stamped and approved by a currently licensed Professional Engineer (PE), and reviewed and approved by the Engineer.
 - G. Structural Performance: Structural elements shall withstand the effects of gravity, wind, seismic, snow, and ice loads as per the Connecticut State Building Code. At a minimum, the signs must withstand a wind load of 20lbs/sf and horizontal/vertical loads of 250lbs/sf at top center of the sign with a maximum deflection of 1/360 of sign height. Calculations are to be submitted to the Engineer for review.
 - H. Manufacturer is to provide a five (5) year unconditional guarantee for said units against any defects in workmanship or fabrication.
 - I. The City reserves the right to retain an independent testing service to inspect the manufacturing process to ensure conformity to the Contract Documents.
 - J. The Contractor shall have in effect a Quality Assurance (QA) program clearly defining the procedures and requirements necessary to ensure that all aspects of the Work are accomplished in accordance with the Contract Documents. The Contractor will submit a copy of its QA program to the City within fifteen (15) days after receipt of Notice of Award, for review and approval.
 - K. Minor deviations from the Specifications will be accepted to utilize a manufacturer's standard product only when approved in advance on a shop drawing as a substitution and when in the judgment of the Designer such deviations do not materially detract from the Design Concept or the intended performance.

- L. The Contractor shall be responsible for the quality of all materials and workmanship required for the execution of this contract, including the materials and workmanship of any firms or individuals who act as its Subcontractors. The Contractor shall be responsible for providing Subcontractors with complete and up-to-date drawings, specifications, message schedule and other information issued by the Designer.
- M. No fabrication or installation materials or methods shall be used that will change the visual quality or in any manner have an adverse effect on existing materials and surfaces. The Contractor is responsible for the structural stability of all signs and mounting thereof. All damaged surfaces and materials shall be restored to their original condition and appearance by the Contractor.

1.4 PROJECT CONDITIONS:

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay.
- B. The Contractor shall provide adequate staff to take measurements and notes to determine sign locations and conditions.

1.5 REFERENCES:

- A. American Society for Testing Materials (ASTM)
- B. American Welding Society (AWS) – Structural Welding Code
- C. Americans with Disabilities Act – 1990 and the subsequent Department of Justice *2010 ADA Standards for Accessible Design*
- D. ANSI A-1171-2003 – Specifications for Sign Requirements for the Physically Handicapped.
- E. Americans with Disabilities Act Architectural Guidelines (ADAAG)

1.6 DELIVERY, STORAGE AND HANDLING:

- A. Deliver signs in factory-fabricated containers or wrappings, which offer proper protection from construction debris and physical damage.
- B. Store items in original wrappings in a clean dry place. Protect from weather, dirt, fumes, and water and other abuses of the environment
- C. Handle carefully to prevent damage, breaking and soiling. Do not install damaged units or components, replace with new.
- D. Replacements: In the event of damage, repair will be subject to the City's discretion as to whether replacement or repair will be the procedure for damaged units, and to be provided by the Contractor at no additional cost to the State.

1.7 SCHEDULE OF MANUFACTURE:

- A. The contractor shall submit a schedule of completion and sequence of delivery. This schedule shall include but not be limited to the following:
 1. Preparation of Shop Drawings and review and approval of Shop Drawings.
 2. Final approval, manufacture and sequence of delivery, unless otherwise indicated on the approved Construction Schedule.

1.8 DELIVERY OF UNITS:

- A. Contractor shall be responsible for handling and storage. The City shall not be responsible until installed and accepted.

1.9 WARRANTY:

- A. Provide a written warranty issued in the name of the City and jointly signed by the supplier stating that the signs have a guaranteed life of five years against fading, spalling, discoloration, staining, gloss reductions, or rusting from date of substantial performance.

1.10 PERMITS:

- A. Contractor shall secure and pay for all permits, licenses and approvals necessary for the execution of the contract, in conformance with the rules and regulations pertaining to the performance of the work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with the requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 1. Fabricated Aluminum Post and Panel Signs with concrete footings.
 - a. SIGN Lite, Inc., North Haven, CT (203) 239-6799
 - b. Sign Pro, Inc., New Britain, CT (860) 229-1812
 - c. Advanced Signing LLC, Medway, MA (508) 533-9000
 2. Aluminum Post and Panel Signs with Applied Reflective Vinyl Graphics
 - a. Howard Industries, Fairview, Pa (814) 833-7000
 - b. Sign Comp, Comstock Park, Michigan (877) 784-0405
 - c. Admiral Plastics, Cape Girardeau, Missouri (888) 251-9865
 3. Aluminum Sign Panels with Applied Reflective Vinyl Graphics
 - a. SIGN Lite, Inc., North Haven, CT (203) 239-6799

- b. Sign Pro, Inc., New Britain, CT (860) 229-1812
- c. Advanced Signing LLC, Medway, MA (508) 533-9000

2.2 MATERIALS:

A. Aluminum:

- 1. Aluminum sheet shall be of thickness and sizes shown, constructed of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated with not less than the strength and durability properties specified in ASTM B 209 for 5005-H15, or as noted on drawings.
- 2. Aluminum extrusions shall be of alloy and temper recommended by the manufacturer for the type of use and finish indicated, and with not less than the strength and durability properties specified in ASTM B 221 for 6063-T52 ST, or as noted on drawings.
- 3. Aluminum bar stock shall be of alloy and temper recommended by the manufacturer for the type of use and finish indicated and with not less than the strength and durability properties noted on drawings.
- 4. All metal to be free of stain, warpage and any defects impairing strength, durability and appearance.

B. Concrete Footings

- 1. Foundations shall be Class "C" concrete to conform to Section M.03 of CTDOT Form 816.
- 2.

C. Paint:

- 1. Paint required for painted letters and surfaces to be a type recommended by the manufacturer for the surface to which it is applied. Colors to match as follows.
 - a. Burgundy = to match PMS 208C
 - b. Dark Grey = to match PMS 432C
 - c. Blue = to match PMS 293C
 - d. Green = to match Pantone Coating #376C
 - e. White = Matthews Natural White #42-202, VOC282-202
 - f. Black = Matthews Paint Company Black #41-335, Black Anodic
- 2. Exact identification of all paints to be noted on the shop drawings, with data describing method of application if other than air drying. Paint finish on signs shall be surface sprayed and have a consistent satin finish, free of dirt, grit, mottling, etc. Each paint coat shall contain ultra-violet inhibitors and shall be applied with sufficient time allowed between applications for proper curing. Provide barrier coats over incompatible primers or remove and reprime as required.

D. Opaque Vinyl Lettering:

- 1. All opaque vinyl lettering to be die-cut from opaque, non-reflective vinyl film as manufactured by 3M Co., or approved equal. Vinyl shall have a matte finish with a .003

to .006 thickness and shall match colors indicated on drawings. No hand cut letters will be accepted. Messages to be pre-spaced for application on site. Colors shall be as follows:

- a. Burgundy = 3M Scotchcal ElectroCut #7725-20, Matt, Custom Match Color PMS 208.

E. Reflective Vinyl Lettering:

- 1. Reflective Vinyl Lettering: All reflective vinyl lettering to be 3M Company, or approved equal, engineering grade reflective vinyl with clear pressure sensitive adhesive backing and carry a minimum 5 year material warranty. Letters to conform with the specified typeface. Colors shall be as follows:

- a. White = 3M Prismatic Engineering Grade Series 3430 or approved equal
- b. Black = 3M Scotchcal Series 280 #280-85 or approved equal

F. Mounting Materials:

- 1. Mechanical Mounting: Corrosion resistant fasteners of a type recommended by the manufacturer for use in the type of substrate encountered at each location.
- 2. Adhesives: Where adhesive mounting techniques are required, the Contractor shall use adhesives specifically designed for compatibility with the base materials and the desired adhesive strength in accordance with recommendations made by the manufacturer of the materials specified to be laminated or adhered. No adhesives that will fade, discolor or delaminate as a result of proximity to ultraviolet light source or heat or cold shall be used. No adhesives shall change the color or deteriorate the materials to which they are applied. All adhesives shall be of a non-staining, non-yellowing quality and all visible joints shall be free from air bubbles and other defects. All adhesives shall be tested on site. All adhesives shall be indicated in the shop drawings.

G. Welding:

- 1. Fabrication shall be accomplished using the highest standards of workmanship. All pieces shall be cut and carefully fit together. All visible connections shall be full welded and ground smooth. All visible surfaces and connections shall be without visible grinding marks, surface differentiation or variation.
- 2. All metal to be free of stain, warpage and any defects impairing strength, durability and appearance.
- 3. All welds to comply with the recommendations of the AWS.

H. Fasteners:

- 1. Use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface.

I. Anchors and Inserts:

Use nonferrous metal or hot-dipped galvanized anchors and inserts as required for corrosion resistance. Use toothed steel or lead expansion bolt devices for drilled in place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.3 GRAPHIC PROCESS TYPES:

A. Etched Process:

1. Etched letters numbers symbols borders or other graphic devices to be produced precisely formed indented copy of uniform depth (1/32" minimum) with sharply formed edges as shown on drawings.
2. Provide smooth background texture to receive paint.

B. Applied Vinyl:

1. All vinyl lettering to be reflective or opaque, as noted on the drawings, and to be die-cut.
2. No hand cut letters will be accepted.
3. Messages to be pre-spaced for application on site.

C. Silkscreen Process

1. Design to be produced from photo-mechanically cut film.
2. No hand cut designs will be accepted.
3. Electronic artwork to be provided by Designer.

2.4 GRAPHIC REQUIREMENTS:

A. Typeface: The typeface shall conform with the type specifications in this sign package. Alternate type will not be accepted. Type for signs shall match Adobe Type Library fonts (Adobe Systems, Inc.):

1. Gotham Narrow: Medium
2. Gotham Narrow: Bold
3. Gotham: Medium
4. Gotham: Bold

B. Letter and Word Spacing: shall be optical but in conformance with the examples shown on the drawings.

C. All Letterforms: shall be aligned to maintain a baseline parallel to the sign format.

D. Letter Size: to be determined by the height of the upper case 'E' of the letterform.

E. Messages: on drawings are for demonstration purposes only. In all cases refer to the Sign Schedule for messages to be used on the finished signs.

F. Symbols: that are used are specified in the project plans.

2.5 FABRICATION:

- A. Fabricate Sign Units: of graphic process, design, copy, dimensions and color indicated or specified.
- B. Copy: shall be as stated in message schedule.
 - 1. Confirm "TBD", to be determined, information before fabrication.
- C. Artwork:
 - 1. All artwork, unless specifically noted otherwise, shall be the sole responsibility of the Contractor.
 - 2. Where noted on the drawings, the Contractor shall coordinate and obtain from the City of New Britain, artwork of the bee hive logo for reference only. Creation of production ready artwork is the sole responsibility of the contractor.
 - 3. Full size color proofs of all artwork, printed on high quality paper, to be submitted for approval prior to fabrication.

PART 3 - EXECUTION

3.1 PRE-INSTALLATION:

- A. The locations of signs shown on the drawings are for general information only. Contractor to coordinate with the Owner to determine final location of signs in the field.
- B. The Designer shall be notified of any discrepancies in the drawings, in field dimensions or conditions and/or changes in construction drawings prior to fabrication and/or installation.
- C. The Contractor shall examine the areas and conditions under which work of this section will be performed and correct conditions detrimental to timely and proper completion of the work.
- D. The Contractor shall not install signs until adjacent finish work is completed.

3.2 INSTALLATION:

- A. Contractor to obtain (32) porcelain enameled sign panels with backer plates from the City of New Britain. Contractor to install, at no additional cost to the City, these panels in the Sign Type H—Historic Interpretive Panel Signs and Sign Type M—District Marker Signs frames.
- B. Installation of all components to be in compliance with manufacturer’s instructions, unless otherwise specified.
- C. Signs shall be installed level and plumb with the orientation shown on the drawings, unless directed otherwise by the owner, with sign surfaces free from distortion or other defects in appearance.

- D. Exposed surfaces of fasteners should be field coated with paint to match surrounding surface color; exposed threads to be protected from paint to allow future maintenance of signs.
- E. Anchor bolts and nuts to be coated with corrosion-resistant grease to allow future maintenance of signs.
- F. Contractor to provide repair and touch up prior to and after punch list inspection.
- G. Contractor to be responsible for the removal of all crating and debris from the project site upon completion.
- H. Unit Prices shall include installation of concrete footings as identified in the “Way-Finding and Interpretive Signage Program” dated June 1, 2013.
- I. Footings installed in areas of existing concrete shall be core drilled for round footings and saw-cut for rectangular footings.

3.3 CLEANING AND PROTECTION:

- A. After installation, clean soiled sign surfaces according to the manufacturer’s instructions. Protect signs from damage until acceptance by the State.

PART 4 – METHOD OF MEASUREMENT:

- A. This work will be measured for payment by the number of units completely installed and accepted.

PART 5 – BASIS OF PAYMENT:

- A. This work will be paid for at the contract unit price for each type of sign or frame specified, complete in place, which price shall include all materials, hardware, installation, excavation, sawcutting, coring, backfill, lawn restoration, equipment, labor, tools and work incidental thereto.

END OF SECTION

ITEM NO. 8**0970006A – TRAFFIC PERSON (MUNICIPAL POLICE OFFICER)**

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

9.70.03 – Construction Method: Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency of firm, Engineer, and State Police, if applicable, to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality's billing rates for Municipal Police Officers and vehicles, if applicable, will be provided to the Engineer prior to the start of work.

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required. In the event of an unplanned, emergency, or short term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

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

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

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

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

Trafficpersons shall consist of the following types:

1. Uniformed Law Enforcement Personnel: Law enforcement personnel shall wear the high visibility safety garment provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements stated for the Uniformed Flaggers' garment.

Law Enforcement Personnel may be also be used to conduct motor vehicle enforcement operations in and around work areas as directed and approved by the Engineer.

Municipal Police Officers: Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties from the Municipality in which the project is

located. Their services will also include an official Municipal Police vehicle when requested by the Engineer. Uniformed Municipal Police Officers will be used on non-limited access highways. If Uniformed Municipal Police Officers are unavailable, other Trafficpersons may be used when authorized in writing by the Engineer. Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

2. Uniformed Flagger: Uniformed Flaggers shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association (ATSSA), National Safety Council (NSC) or other programs approved by the Engineer. A copy of the Flagger’s training certificate shall be provided to the Engineer before the Flagger performs any work on the project. Uniformed Flaggers shall conform to Chapter 6E, Flagger Control, in the Manual of Uniformed Traffic Control Devices (MUTCD) and shall wear high-visibility safety apparel, use a STOP/SLOW paddle that is at least 18 inches (450 millimeters) in width with letters at least 6 inches (150 millimeters) high. The paddle shall be mounted on a pole of sufficient length to be 6 feet (1.8 meters) above the ground as measured from the bottom of the sign.

Uniformed Flaggers will only be used on non-limited access highways to control traffic operations when authorized in writing by the Engineer.

9.70.04—Method of Measurement: Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include, however, only such trafficpersons as are employed within the limits of construction, project right of way of the project or along detours authorized by the Engineer to assist the motoring public through the construction work zone. Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor’s method of operation, will not be measured for payment.

Trafficpersons shall not work more than twelve hours in any one 24 hour period. In case such services are required for more than twelve hours, additional Trafficpersons shall be furnished and measured for payment. In cases where the Trafficperson is an employee on the Contractor’s payroll, payment under the item “Trafficperson (Uniformed Flagger)” will be made only for those hours when the Contractor’s employee is performing Trafficperson services.

Travel time will not be measured for payment for services provided by Uniformed Municipal Police Officers or Uniformed Flaggers.

Mileage fees associated with Trafficperson services will not be measured for payment.

Safety garments and STOP/SLOW paddles will not be measured for payment.

9.70.05—Basis of Payment: Trafficpersons will be paid in accordance with the schedule described herein. There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

1. Uniformed Law Enforcement Personnel: The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

The Department will pay the Contractor its actual costs for “Trafficperson (Municipal Police Officer)” plus an additional 5% as reimbursement for the Contractor’s administrative expense in connection with the services provided.

The invoice must include a breakdown of each officer’s actual hours of work and actual rate applied. Mileage fees associated with Trafficperson services are not reimbursable expenses and are not to be included in the billing invoice. The use of a municipal police vehicle authorized by the Engineer will be paid at the actual rate charged by the municipality. Upon receipt of the invoice from the municipality, the Contractor shall forward a copy to the Engineer. The invoice will be reviewed and approved by the Engineer prior to any payments. *Eighty (80%) of the invoice will be paid upon completion of review and approval. The balance (20%) will be paid upon receipt of cancelled check or receipted invoice, as proof of payment.* The rate charged by the municipality for use of a uniformed municipal police officer and/or a municipal police vehicle shall not be greater than the rate it normally charges others for similar services.

2. Uniformed Flagger: Uniformed flaggers will be paid for at the contract unit price per hour for “Trafficperson (Uniformed Flagger)”, which price shall include all compensation, insurance benefits and any other cost or liability incidental to the furnishing of the trafficpersons ordered.

Pay Item

Trafficperson (Municipal Police Officer)

Pay Unit

EST

Form of Bid

The total amount of the Bid based on the estimated quantities shown herein and as computed by the undersigned Bidder for the **Way-Finding and Interpretive Signage Program, Bid No. 3716**, is:

ITEMIZED WORK / QUANTITIES

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1	7	EA	TYPE A - MAJOR VEHICULAR DIRECTIONAL/GATEWAY SIGNS INCLUDING FOOTINGS & INSTALLATION at _____ dollars and _____ cents per each.	\$	\$
2	12	EA	TYPE B - SECONDARY VEHICULAR DIRECTIONAL SIGNS INCLUDING FOOTINGS & INSTALLATION at _____ dollars and _____ cents per each.	\$	\$
3	1	EA	TYPE C - OVERHEAD VEHICULAR DIRECTIONAL SIGNS INCLUDING INSTALLATION at _____ dollars and _____ cents per each.	\$	\$
4	5	EA	TYPE D - PEDESTRIAN DIRECTIONAL SIGNS INCLUDING FOOTINGS & INSTALLATION at _____ dollars and _____ cents per each.	\$	\$
5	24	EA	TYPE E - POLE MOUNTED VEHICULAR DIRECTIONAL SIGNS INCLUDING INSTALLATION at _____ dollars and _____ cents per each.	\$	\$
6	13	EA	TYPE H - INTERRETIVE KIOSK SIGN FRAMES INCLUDING FOOTINGS AND INSTALLATION (PORCELAIN PANELS BY OTHERS) at _____ dollars and _____ cents per each.	\$	\$
7	6	EA	TYPE M - DISTRICT MARKER SIGN FRAMES INCLUDING FOOTINGS AND INSTALLATION (PORCELAIN PANELS BY OTHERS) at _____ dollars and _____ cents per each.	\$	\$
8	1	EST	TRAFFIC PERSON (MUNICIPAL POLICE OFFICER) at an estimated cost of Six Thousand _____ dollars and Zero _____ cents	N/A	\$ 6,000.00

BID

TOTAL AMOUNT BID IN WORDS:

_____ DOLLARS

TOTAL AMOUNT BID IN FIGURES: \$ _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
 _____, as Principal, and
 _____, as Surety, are hereby held and firmly bound unto
 The City of New Britain, as Owner, in the penal sum of
 _____ Dollars (\$
) lawful money of the United States, for the payment of which sum
 well and truly to be made, we hereby jointly and severally bind
 ourselves, our heirs, executors, administrators, successors, and
 assigns firmly by these presents.

The condition of the above obligation is such that whereas the
 Principal has submitted to the Owner a certain Bid, attached
 hereto, and made a part hereof by reference, to enter into a
 contract in writing for the project entitled **Way-Finding and
 Interpretive Signage Program, Bid No. 3716.**

NOW THEREFORE,

- (a) if said Bid shall be rejected, or in the alternate,
- (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract (properly completed in accordance with said Bid) attached hereto, and shall furnish the Owner with proper bonds for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of his obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporation seals to be hereto affixed, and these presents to be signed by their proper officers.

Made and entered into this _____ day of _____, _____.

PRINCIPAL:

By: _____

SURETY:

By: _____

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3716 – WAY FINDING AND INTERPRETIVE SIGNAGE PROGRAM

State of (_____); County of (_____).

I state that I am the _____ of _____
(title) (name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I certify that:

- (1) The price and amount on this Bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.
- (2) Neither the price(s) nor the amount of this Bid and approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder and that no disclosure of these items will be made prior to the Bid opening.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Bid, or to submit a Bid higher than this Bid, or to submit any intentionally higher or non competitive Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, 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 City of New Britain, owner, or any person interested in the proposed Contract.
- (5) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive proposal.

(6) I state that _____ understands and acknowledges that all
(Name of my firm)

Representations of this affidavit are material and important, and will be relied on by the City of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Britain of the true facts relating to the submission of Bids for this contract. That the City of New Britain also reserves the right to reject our Bid if failure to complete this document, have it notarized and submitted with our Bid documents.

The undersigned Bidder further certifies that this statement is executed for the purpose of including the City of New Britain to consider the Bid and make an award in accordance therewith.

Subscribe and Sworn to me this

_____ day of _____, 2013

Notary Public

My Commission Expires:

Legal Name of Bidder

Business Address

Signature and Title of Person

Date

**NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED**

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a “principal” of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) “default in the payment of taxes” shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3712 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address (es):

Entity's Name _____

Local Mailing Address (if any)_____

**NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED**

2. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's names(s) and address (es):

Entity's Name _____

Local Mailing Address (if any) _____

3. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's name(s) and address (es):

Entity's Name _____

Local Mailing Address (if any) _____

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principles as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

_____ Date: _____

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: _____

Date:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of New Britain
New Britain, Connecticut 06051

*“New Britain:
A City for
All People”*

27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434
FAX: (860) 612-4204
E-MAIL: jpieper@newbritainct.gov

Date: _____, 2013

Subject: Way Finding and Interpretive Signage Program, Public Bid No. 3716

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer’s attention. This shall assist the City of New Britain in maintaining accurate bidders’ lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper
Purchasing Agent

Company Name: _____

Address: _____

We are not responding to subject bid solicitation for the following reason:

- Our company does not sell the requested product.
- Our company does not provide the requested service.
- Our schedule will not allow us to provide the requested service at this time.
- Other (please explain): _____

Project: Way Finding And Interpretive Signage

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

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

ID#: H 18132

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

Project Number: 3716

Project Town: New Britain

FAP Number:

State Number:

Project: Way Finding And Interpretive Signage

CLASSIFICATION

Hourly Rate

Benefits

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	25.81
2) Carpenters, Piledrivermen	30.45	21.65

As of: Wednesday, July 31, 2013

Project: Way Finding And Interpretive Signage

2a) Diver Tenders	30.45	21.65
3) Divers	38.91	21.65
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	44.25	17.75
4a) Painters: Brush and Roller	30.62	17.75
4b) Painters: Spray Only	33.62	17.75
4c) Painters: Steel Only	32.62	17.75
4d) Painters: Blast and Spray	33.62	17.75

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4e) Painters: Tanks, Tower and Swing	32.62	17.75
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	36.75	23.67
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	39.31	26.27
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	26.40	17.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.65	17.15

Project: Way Finding And Interpretive Signage

10) Group 3: Pipelayers	26.90	17.15
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.90	17.15
12) Group 5: Toxic waste removal (non-mechanical systems)	28.40	17.15
13) Group 6: Blasters	28.15	17.15
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	27.40	17.15
Group 8: Traffic control signalmen	16.00	17.15

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

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13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	17.15 + a
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13b) Brakemen, Trackmen	30.37	17.15 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers	30.37	17.15 + a
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15) Form Erectors	30.68	17.15 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	17.15 + a
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17) Laborers Topside, Cage Tenders, Bellman	30.26	17.15 + a
18) Miners	31.28	17.15 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	37.41	17.15 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	17.15 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	17.15 + a
21) Mucking Machine Operator	37.97	17.15 + a

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----TRUCK DRIVERS----(*see note below)

Two axle trucks	27.88	18.27 + a
Three axle trucks; two axle ready mix	27.98	18.27 + a
Three axle ready mix	28.03	18.27 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	18.27 + a
Four axle ready-mix	28.13	18.27 + a
Heavy duty trailer (40 tons and over)	28.33	18.27 + a

As of: Wednesday, July 31, 2013

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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	18.27 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	34.60	21.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
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Project: Way Finding And Interpretive Signage

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	33.36	21.55 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	32.96	21.55 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	32.53	21.55 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	30.49	21.55 + a

Project: Way Finding And Interpretive Signage

Group 12: Wellpoint Operator.	30.43	21.55 + a
Group 13: Compressor Battery Operator.	29.85	21.55 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a
Group 16: Maintenance Engineer/Oiler	27.65	21.55 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	29.54	21.55 + a

As of: Wednesday, July 31, 2013

Project: Way Finding And Interpretive Signage

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Dynamite Man	44.36	3% + 13.70
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21) Heavy Equipment Operator	39.92	3% + 13.70
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22) Equipment Operator, Tractor Trailer Driver, Material Men	37.71	3% + 13.70
--	-------	------------

23) Driver Groundmen	33.27	3% + 13.70
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---LINE CONSTRUCTION---

As of: Wednesday, July 31, 2013

Project: Way Finding And Interpretive Signage

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

As of: Wednesday, July 31, 2013

Project: Way Finding And Interpretive Signage

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

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

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

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

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

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

As of: Wednesday, July 31, 2013

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

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

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

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

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

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

As of:

Wednesday, July 31, 2013

FEDERAL CONTRACT REQUIREMENTS

This project is being funded in whole or in part by the City of New Britain using Federal funds from the U. S. Department of Housing and Urban Development under the Community Development Block Grant Program as well as from the National Park Service under the Preserve America Program. The Economic and Policy Development Division of the City of New Britain, hereinafter called "EPD," is the appointed administering agency for the City's Community Development Block Grant Program authorized to ensure compliance with applicable Federal contract requirements. The following Federal contract requirements must be complied with by the Contractor and all sub-contractors in connection with the performance of work under this contract.

1. Wages and Salaries

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. (See Exhibit "A")

The rates of pay set forth within the Contract Documents are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

2. Federal Labor Standards

The Bidder is advised of the requirement under this Contract for compliance with the Federal Labor Standards Provisions including the "Anti-Kickback Act" and Labor Standards for Ratios of Apprentices and Trainees to Journeymen. (See Exhibit "B")

3. Patents/Copyrights

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

b) License and/or Royalty Fees for the use of a process which is authorized by City must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the City and not by or through the Contractor.

c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the City of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the City of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

4. Conflict of Interest

No employee, officer or agent of the City of New Britain or subgrantee, shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest real or apparent, would be involved. Such a conflict would arise when:

FEDERAL CONTRACT REQUIREMENTS

- (i) The employee, Officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above

has a financial or other interest in the firm selected for award. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

5. Inspection and Retainage of Records

The Contractor shall allow for access by the Owner, the U. S. Department of Housing and Urban Development, the National Park Service, the Comptroller General or any of their duly authorized representative to any books, documents, papers, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with subcontractors which are duly pertinent to the Contract for the purpose of making audits, examinations, excerpts and transcripts. The Contractor shall preserve all such records for a period of three (3) years after the final payment hereunder.

6. Equal Employment Opportunity

Contractors must comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulation (41 CFR Part 60).

7. Lobbying

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

8. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall

FEDERAL CONTRACT REQUIREMENTS

be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9. Preference for Section 3 Businesses

Under the Federal policies of Section 3 of the Housing Act of 1968 preference will be given to qualified Section 3 Businesses who are within 6% of the low bid price.

A Section 3 business is a business:

- That is 51% or more owned by Section 3 residents; **or**
- Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; **or**
- That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to Section 3 businesses.

Businesses requesting consideration for preference will be required to submit, with their bid, evidence that the business is a Section 3 business.

10. Preference for Section 3 Residents - Applies to Contracts exceeding \$100,000

The Contractor will be required to give hiring preferences, under this contract, to Section 3 Residents as defined in Exhibit "D." All forms in Exhibit "D" are to be filled out and submitted with the bid documents to the City of New Britain.

11. Clean Air & Clean Water - Applies to Contracts exceeding \$100,000

Contractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

12. Debarment and Suspension

In accordance with Executive Order 12549 "Debarment and Suspension" the City must not make any award or permit any award (by subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

13. DUNS Number

Possessing a DUNS number is required for any contractor performing work for projects totaling \$25,000 or more, which are funded with Federal monies. If a contractor does not have one, it should call the DUNS number request line at 1-866-705-5711 to obtain a number. The process is free and takes about ten minutes. Or you may register at the Dun and Bradstreet site at <http://fedgov.dnb.com/webform>.

Exhibit “A”

Davis Bacon Wage Rates

General Decision Number: CT130003 07/05/2013 CT3

Superseded General Decision Number: CT20120003

State: Connecticut

Construction Type: Highway

County: Hartford County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	03/01/2013
2	04/12/2013
3	05/03/2013
4	05/24/2013
5	06/07/2013
6	06/28/2013
7	07/05/2013

BRCT0001-003 12/31/2012

	Rates	Fringes
BRICKLAYER BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS, STONE MASONS....	\$ 32.50	25.81

CARP0024-005 05/06/2013

	Rates	Fringes
Carpenters: (Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville, Southington)		
CARPENTERS; PILEDRIVERS.....	\$ 30.45	21.65
DIVER TENDERS.....	\$ 30.45	21.65
DIVERS.....	\$ 38.91	21.65
MILLWRIGHTS.....	\$ 30.78	22.15

CARP0043-003 05/06/2013

	Rates	Fringes
Carpenters: (Avon, Bloomfield, East Granby, East Hartford, East Windsor, Enfield, Farmington, Glastonbury, Granby, Hartford, hartland,		

Manchester, Rocky Hill,
 Simsbury, South Windsor,
 Suffield, West Hartford,
 Wethersfield, Windsor,
 Windsor Locks)

CARPENTERS; PILEDRIVERS.....	\$ 30.45	21.65
DIVER TENDERS.....	\$ 30.45	21.65
DIVERS.....	\$ 38.91	21.65
MILLWRIGHTS.....	\$ 30.78	22.15

 ELEC0035-002 06/01/2013

Rates Fringes

Electricians:

Entire County, excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington..	\$ 37.60	23.35
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 ELEC0090-001 06/01/2010

Rates Fringes

Electricians:

Berlin, Bristol, New Britain, Newington, Plainville, Southington.....	\$ 35.20	20.51
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 ELEC0488-004 06/01/2013

Rates Fringes

Electricians:.....	\$ 36.52	24.10
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 ENGI0478-002 04/07/2013

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 36.05	21.55
GROUP 2.....	\$ 35.73	21.55
GROUP 3.....	\$ 34.99	21.55
GROUP 4.....	\$ 34.60	21.55
GROUP 5.....	\$ 34.01	21.55
GROUP 6.....	\$ 33.70	21.55
GROUP 7.....	\$ 33.36	21.55
GROUP 8.....	\$ 32.96	21.55
GROUP 9.....	\$ 32.53	21.55
GROUP 10.....	\$ 30.49	21.55
GROUP 11.....	\$ 30.49	21.55
GROUP 12.....	\$ 30.43	21.55
GROUP 13.....	\$ 31.96	21.55
GROUP 14.....	\$ 29.85	21.55

GROUP 15.....	\$ 29.54	21.55
GROUP 16.....	\$ 28.71	21.55
GROUP 17.....	\$ 28.30	21.55
GROUP 18.....	\$ 27.65	21.55

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

Crane with 150 ft. boom (including jib): \$1.50 extra.
 Crane with 200 ft. boom (including jib): \$2.50 extra.
 Crane with 250 ft. boom (including jib): \$5.00 extra.
 Crane with 300 ft. boom (including jib): \$7.00 extra.
 Crane with 400 ft. boom (including jib); \$10.00 extra.

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or tone; Hoisting Engineer (2 drums or over); Front End Loader (7 cubic yards or over) Work Boat 26 ft. & over.

GROUP 2: Cranes (100 ton rated capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer).

GROUP 3: Excavator; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes. shaping, laser or GPS, etc.)

GROUP 4: Trenching machines; Lighter Derrick; Concrete Finishing Machine, cmi Machine or Similar; Koehring Loader Skooper).

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming achine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell); Side Boom; Combination Hoe and Loader; Directional Driller.

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards); Bulldozer (Rough grade dozer).

GROUP 7: Asphalt Roller; Concrete Saws and Cutters (Ride on Types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welder; Work Boat Under 26 ft.; Transfer Machine.

GROUP 9: Front End Loader (under 3 cubic yards); Skid Steer Loader (regardless of attachments); (Bobcat or similar); Fork Lift; Power Chipper; Landscape Equipment (including Hydroseeder).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker (Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete Plant Operator; Portable Crusher Plant Operator.

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL License)

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater operator.

GROUP 18: Maintenance Engineer.

 * IRON0015-002 07/01/2013

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 33.50	28.98

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

 LABO0056-003 04/07/2013

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.40	17.15
GROUP 2.....	\$ 26.65	17.15
GROUP 3.....	\$ 26.90	17.15
GROUP 4.....	\$ 27.40	17.15

GROUP 5.....	\$ 28.15	17.15
GROUP 6.....	\$ 28.40	17.15
GROUP 7.....	\$ 16.00	17.15

LABORERS CLASSIFICATIONS

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

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

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

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

LABO0056-004 04/01/2012

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 30.37	17.15
Form Erectors.....	\$ 30.68	17.15
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 30.37	17.15
Laborers Topside, Cage Tenders, Bellman.....	\$ 30.26	17.15
Miners.....	\$ 31.28	17.15
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 30.37	17.15
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator,		

Cable Tenders.....	\$ 31.28	17.15
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 37.41	17.15
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender,		
Gauge Tenders.....	\$ 37.22	17.15
Change House Attendants, Powder Watchmen, Top on		
Iron Bolts.....	\$ 35.35	17.15
Mucking Machine Operator...	\$ 37.97	17.15

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

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

PAIN0011-003 06/01/2013

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...		
	\$ 43.15	17.75

PAIN0011-004 06/01/2013

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 33.62	17.75
Brush and Roll.....	\$ 30.62	17.75
Tanks, Towers, Swing.....	\$ 32.62	17.75

TEAM0064-005 04/07/2013

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 27.98	18.27
2 Axle.....	\$ 27.88	18.27
3 Axle Ready Mix.....	\$ 28.03	18.27
3 Axle.....	\$ 27.98	18.27
4 Axle Ready Mix.....	\$ 28.13	18.27
4 Axle.....	\$ 28.08	18.27
Heavy Duty Trailer 40 tons and over.....		
	\$ 28.33	18.27
Heavy Duty Trailer up to		

40 tons.....	\$ 28.08	18.27
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.13	18.27

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

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

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

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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective

bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

Exhibit “B”

Federal Labor Standards Provisions

Applicability

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

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

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

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

Exhibit “C”

Preference for Section 3 Residents

PREFERENCE FOR SECTION 3 RESIDENTS

Definition of a Section 3 Resident

A Section 3 resident is:

- A public housing resident; or
- An individual who resides in the metropolitan statistical area in which the City is located, the Hartford MSA, and who is either of the following:
 1. A low-income person whose family income does not exceed 80% of the median income for the area. See Attachment 1.
 2. A very low-income person whose family income does not exceed 50% of the median family income for the area. See Attachment 1. -

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

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

- proof of residency in a public housing development
- evidence of eligibility for Section 8 voucher certificate or voucher
- evidence of eligibility for a federally assisted program for the poor (e.g. Jobs, JTPA, Jobs Corps.)
- evidence of eligibility for a State or local assistance program for the poor or receipt of AFDC.
- income tax records.

Goals for Training and Employment

1. Numerical Goals for Other HUD Programs Covered by Section 3

The City or the contractor will, to the greatest extent feasible, employ Section 3 residents at 10 percent of the aggregate number of new hires for each year over the duration of the Section 3 project.

Order of Preference for Section 3 Residents

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

1. First priority will be given to Section 3 residents of the City of New Britain or neighborhoods in which the Section 3 covered project is allotted;
2. Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act, homeless persons residing in the City of New Britain or neighborhood in which the Section 3 covered project is located shall be given the highest priority.
3. Other Section 3 residents.

Suggested Actions

The following are Examples of Efforts that may be taken to Offer Training & Employment Opportunities to Section 3 Residents

1. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public residents and other Section 3 residents in the building trades.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualification required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing developments where the Section 3 residents reside and in the common areas.
3. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the public housing developments and community organizations in low income neighborhoods of the City to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
4. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job)

informational meeting to be conducted by a housing authority or contractor representatives at a location in the public housing developments or in the lower income neighborhoods of the City.

5. Arranging for a location in the public housing development or developments or the lower income neighborhoods where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
6. Conducting job interview at the public housing development or developments or at a location within the lower-income neighborhoods of the City.
7. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents.
8. Advertising the jobs to be filled through the local media, such as community television networks, newspapers or general circulation, and radio advertising.
9. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
10. Undertaking job counseling, education and related programs in association with local educational institutions.
11. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
12. After selection of bidders, but prior to execution of contracts, incorporating into the contract negotiated provisions for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered project.
13. Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

ATTACHMENT 1

HUD Income Limit Standards For New Britain

(Hartford County, FY-2013 Median Family Income: \$85,500)

Effective December 11, 2012

<i>Family Size</i>	<i>Extremely Low Income 0-30% of Median</i>	<i>Low Income 30-50% of Median</i>	<i>Moderate Income 51-80% of Median</i>
<i>1</i>	<i>\$0-\$18,000</i>	<i>\$18,000-\$29,950</i>	<i>\$29,951 - \$45,100</i>
<i>2</i>	<i>\$0 - \$20,550</i>	<i>\$20,551 - \$34,200</i>	<i>\$34,201 - \$51,550</i>
<i>3</i>	<i>\$0 - \$23,100</i>	<i>\$23,101- \$38,500</i>	<i>\$38,501 - \$58,000</i>
<i>4</i>	<i>\$0 - \$25,650</i>	<i>\$25,651 - \$42,750</i>	<i>\$42,751 - \$64,400</i>
<i>5</i>	<i>\$0 - \$27,750</i>	<i>\$27,751 - \$46,200</i>	<i>\$46,201 - \$69,600</i>
<i>6</i>	<i>\$0 - \$29,800</i>	<i>\$29,801 - \$49,600</i>	<i>\$49,601 - \$74,750</i>
<i>7</i>	<i>\$0 - \$31,850</i>	<i>\$31,851 - \$53,050</i>	<i>\$53,051 - \$79,900</i>
<i>8+</i>	<i>\$0 - \$33,900</i>	<i>\$33,901 - \$56,450</i>	<i>\$56,451 - \$85,050</i>

ATTACHMENT 2**SECTION 3 CLAUSE**

All contracts subject to the Section 3 requirements will include the following clause:

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

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

- B. - The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed; were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ATTACHMENT 3

CONTRACTOR'S SECTION 3 PLAN CERTIFICATION

Project _____

Contractor's Name _____

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

As representative of the Contractor, I hereby agree:

- to list on Table A all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
- to comply to the greatest extent feasible with the objectives and percentage goals established in the Section 3 Plan for Housing and Community Development Assistance of the City of New Britain.
- that to the greatest extent feasible vacant positions in relation to this project will be filled with Section 3 residents.
- to conduct recruitment activities in a manner consistent with the Section 3 requirements as shown on Table B.
- to include in all contracts with subcontractors in excess of \$100,000 the Section 3 Clause and to require the subcontractor to comply with similar certification requirements.
- to maintain proper records to demonstrate compliance with the Section 3 plan.
- to award to the greatest extent possible, all subcontracts in excess of \$100,000 to eligible Section 3 firms.

Contractor Signature

Date

Title

TABLE A

Contractor/Subcontractor: _____

Project Name: _____

- (a) The number of persons currently employed by contractor that will be performing work under this contract:

<u>Job Title</u>	<u>Total Employees</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- (b) The number of employees you intend to hire for contract:

<u>Job Title</u>	<u># Needed</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL: _____

If additional employees are needed, the Contractor will be required to report: his efforts to hire Section 3 Residents, the actual number of residents hired' and the hours the residents worked (see HUD Form No. Hud-60002).

(c) Which of the above positions will be a training position:

<u>Job Title</u>	<u>Estimated Length of Training</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(d) List type and amount of work to be subcontracted out. (If subcontract equals or exceeds \$ 100,000.00, the subcontractor will be required to fill out this TABLE A.)

<u>Subcontractor</u>	<u>Amount of Subcontract</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TABLE B**Recruitment Efforts**

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

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

Part II: Contracts Awarded

1. Construction Contracts:		
A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		
2. Non-Construction Contracts:		
A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving non-construction contracts		

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.