



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

## BID #2018-64

Fire Rated Exit Door Replacement  
Fire Alarm Audio Notification System Upgrades  
Tactile & Braille Signage

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted \_\_\_\_\_ 2018.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

\_\_\_\_\_   
Doing Business As (Trade Name)

\_\_\_\_\_   
Address

\_\_\_\_\_   
Town, State, Zip

\_\_\_\_\_   
(Mr/Ms) Name and Title, Printed

\_\_\_\_\_   
Signature

\_\_\_\_\_   
Telephone Fax

\_\_\_\_\_   
E-mail

\_\_\_\_\_   
First Selectman

\_\_\_\_\_   
Director of Purchasing

\_\_\_\_\_   
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**11:00AM, Thursday, 7<sup>th</sup> June, 2018**

To provide labor, materials, equipment and all else necessary, to perform installation of fire rated exit doors and upgrades to existing fire alarm audio annunciator system located at Parish Court, 175 Warde Terrace, Fairfield, CT.

### NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2018-64" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

## INVITATION TO BID

The Town of Fairfield (“Town”) on behalf of Church Housing for Fairfield, Inc., d/b/a Parish Court (“Owner”) is seeking competitive bids from qualified contractors to provide labor, materials, tools, equipment and all else necessary, to perform the following scope of work located at Parish Court, 175 Warde Terrace, Fairfield, CT.

Parish Court is a privately owned facility funded through the U.S. Department of Housing and Urban Development (HUD) under the auspices of the Connecticut Housing Finance Authority (CHFA) and consists of nine (9) buildings containing (100) apartments and a community center which provides affordable housing and services to elderly and disabled residents.

Parish Court is a 501(c)3 non-profit corporation with State Sales Tax-Exempt certification. The project management agent is Elderly Housing Management, Inc., Parish Court, 175 Warde Terrace, Fairfield, CT.

The proposed project is jointly funded by Parish Court and Community Development Block Grant (CDBG). Due to the involvement of funding from HUD, final payments and/or payment of retainage are subject to final inspection and approval by State and local authorities and/or HUD which may take up to (90) days from project inspection by HUD.

The scope of work consists of the following components:

- PART A: Replacement of (10) fire exit doors.
- PART B: Upgrades to fire alarm audio notification system.
- PART C: Supply and installation of tactile and braille signage.

Prospective bidders may elect to submit proposals on any single scope of work item or all three items combined. The contract may be awarded to a single contractor or multiple contractors where deemed in the Owner’s best interest as determined by competitive price, available work schedule, proven experience, successfully completed projects and references.

### PRE-BID MEETING

A site meeting will commence inside the Second Floor Administration Office, Parish Court, 175 Warde Terrace, Fairfield at 9:00AM on Thursday, 24<sup>th</sup> May, 2018 for prospective bidders to scope the conditions. Parking is available on Warde Terrace.

- While this meeting is not mandatory, prospective bidders will be required to sign-in upon arrival. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be faxed out.
- All requests for information will be answered in writing as specified below under RFI / Addenda.

### REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to:           Town of Fairfield, Purchasing Department  
  Attention: Phillip Ryan, Buyer  
  725 Old Post Road, Fairfield, CT 06824  
  Email: [PRyan@fairfieldct.org](mailto:PRyan@fairfieldct.org)

NOTE: Written requests for information will not be accepted after 12:00PM on Tuesday, 29<sup>th</sup> May, 2018.

Response will be in the form of an addendum that will be posted approximately Friday, 1<sup>st</sup> June, 2018 (close of business) to the Purchasing Department website: [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

### BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process. No exceptions.

### CONTRACT DOCUMENTS

Contract documents may be viewed and downloaded at no cost from the Town of Fairfield, Purchasing Department website at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)

Note printed copies of Contract Documents are NOT available to be viewed or purchased from the Town of Fairfield.

## SCOPE OF WORK

### PART A: FIRE EXIT DOORS

Work shall be performed in (10) stairwells located in buildings 165, 185, 195, 215 and 225. Price shall include all work to complete the project, including all necessary permits and fees.

1. All work is to be performed in accordance with all known Federal, State, Local, Industry, Manufacturer and PDCA standards.
2. Due to fire safety all doorways must be accessible in emergency at all times and only one (1) stairwell per connected building can be performed at one time.
3. EPA RRP training is required by Contractor for safe handling of lead based-paint (LBP) located in existing stairwell doors. Refer to <https://www.epa.gov/lead/renovation-repair-and-painting-program> for more information.
4. Paint shall be applied by brush or roller following PDCA standards including one (1) primer and two (2) topcoats to all doors, frame and touch up around doors. Caulking shall be included in price and performed by Contractor.
5. Lead Based Paint safe practices shall be employed by Contractor to minimize any dust.
6. Work does not include electrical, plumbing or relocation of alarms. Contractor shall not be responsible for moving any furniture or fixtures.
7. Provide minimum one (1) year workmanship warranty on all work.
8. All applicable permit(s) must be applied for and approved by Town of Fairfield, Building Department and Fire Marshal. All costs associated with such permits are borne by the Contractor. The Town will not waive any fees.

### INSTALLATION:

- A. Remove existing door and frame.
- B. Install new 20-minute fire rated KD metal frame with a low aluminum sill meeting ADA requirements. Install insulation and/or fire rated spray foam in frame and wall cavity as required.
- C. Install new 20-minute fire rated insulated HMD 3'0" x 6'8" door with a 5" x 26-1/4" wire shield glass. Glass and door must meet fire code. No exceptions.
- D. Install new door closers.
- E. Install new push exit device with passive exterior lever handle (i.e. does not lock).
- F. Install weather strips as required.
- G. Paint door, caulk trim, paint surround / trim only. Use one (1) coat primer and two (2) topcoats.
- H. Remove from premises and properly dispose of the existing door, including all related components and hardware.

### MATERIALS:

- A. Frame: DU458 16CRS 534 SGL 3068 KD LH (S; closure/glue; FRWH20; RPS)
- B. Door: 20-minute minimum fire rating. 3068 HDM CP 18 1-3/4 A40 F (C1; LMO; MNVP; 6" x 27 slimline; WWHT)
- C. Hinges: Three (3) per door FBB179 4 1/2 x 4 US26D (06 3416)
- D. Closer: 8501 SN-134 689
- E. Exit Device: 2200EO 36 A1
- F. Exit Device Trim: PAS30L US26D
- G. Threshold: 172 A 36 WS/PA
- H. Weather Strip: 294 A VTST 1x36+2x84 self-drilling.
- I. Door Bottom: 307 AV 36
- J. 5" x 26" 1/4" wire-shield glass.
- K. Fire rated label.
- L. Rubber bumper/stops installed on frame after painting.
- M. Paint: Sherwin Williams Superpaint / Procril or Owner approved equal.

### ALLOWANCE:

Include allowance for potentially needed floor transition strips, drywall damage, painting and unforeseeable structural work required to support heavier doors.

Allowance to be paid, only if approved by Owner, shall be in the amount of: \$2,000.00

Bidder to include any additional materials required to complete the work thought not to be included in the above installation scope and materials list. Identify any modifications to scope or materials with bid proposal.

**PART B: FIRE ALARM AUDIO NOTIFICATION SYSTEM**

Work shall be performed in five (5) stairwells located in buildings 165, 185, 195, 215 and 225. Price shall include turn-key operation and all work to complete the project, including necessary permits and fees.

**STAIRWELL OUTDOOR HORN STROBES:**

1. Provide and install one (1) outdoor speaker strobe on each floor by the exterior door leading into the existing five (5) stairwells as stated above.
2. Provide and install a remote audio panel with power supply, amplifier and microphone, and a strobe power supply in the maintenance office for buildings 185 and 195, in the maintenance shop for buildings 215 and 225, and in the management office for building 165. The AC power source shall be taken from within the same room at the three (3) locations.
3. Provide and install an addressable control module for the speaker and one for the strobe circuit going to each stairwell.
4. Provide and install the speaker and strobe circuits from the respective source to the new units out by the stairwell doors.
5. Program the system so that a stairwell smoke detector will activate the respective stairwell outdoor speaker strobes and the building's existing outdoor horn strobe located at the end of the building.
6. Test installed equipment.
7. Provide a NFPA record of completion form.

**ENCLOSURES:**

Edwards Fire Alarm Audio Notification System, ANS2 Series  
Edwards Remote Booster Power Supplies, BPS6A, BPS10A  
Edwards Outdoor Rated Speakers and Strobes, Genesis WG4 Series

**ALLOWANCE:**

Include allowance to provide lift equipment and for potentially needed drywall damage, painting and unforeseeable structural work required to install equipment.

Allowance to be paid, only if approved by Owner, shall be in the amount of: \$1,000.00

Bidder to include any additional materials required to complete the work thought not to be included in the above installation scope and materials list. Identify any modifications to scope or materials with bid proposal.

**PART C: TACTILE & BRAILLE SIGNAGE**

Work shall be performed in five (5) stairwells located in buildings 165, 185, 195, 215 and 225. Price shall include all labor, equipment and materials necessary to relocate room numbers and installation of ADA tactile and braille signage. Electrical work is not required.

**MATERIALS:**

1. 1/8" Cast Acrylic w/ Braille – 4" x 7"  
Subsurface decoration with raised numeral / letter with braille mounted with DST – Stair Signs  
Quantity: 10
2. 1/8" Cast Acrylic w/ Braille – 6" x 16"  
Subsurface decoration with raised numeral / letter with braille mounted with DST – Strobe Signs  
Quantity: 5
3. 1/8" Cast Acrylic w/ Braille – 13" x 7-1/2"  
Subsurface decoration with raised numeral / letter with braille mounted with DST – Strobe Signs  
Quantity: 4
4. 1/8" Cast Acrylic w/ Braille – 13" x 5"  
Subsurface decoration with raised numeral / letter with braille mounted with DST – Strobe Signs  
Quantity: 1
5. Opaque White Vinyl – "EXIT"  
Quantity: 5

### **THIS IS A PREVAILING WAGE PROJECT – NO EXCEPTIONS**

This project is being partially funded through federal Community Development Block Grant (CDBG) dollars, and is therefore subject to Davis-Bacon prevailing wage requirements and the Federal Labor Standards Provisions appended hereto.

All certified payroll submissions must be accompanied by the applicable federal statement of compliance (Form WH-347) signed by an owner, officer or principal of the company, or duly authorized designee. All completed wage forms are required to be submitted by the Contractor prior to billing.

The Contractor may obtain additional information about the Davis-Bacon Act and other federal wage requirements, including links to all required reporting forms at <http://www.hud.gov/offices/olr/>

All current Davis Bacon wage decisions may be accessed on-line at no cost at <http://www.wdol.gov/> State of Connecticut Prevailing Wages Rates are appended to this document. The Town shall apply the most current wage decision applicable at the time of contract award.

The Contractor shall have or be expected to obtain a DUNS (Data Universal Numbering System) number and to register with the Central Contractor Registration (CCR) prior to award.

- Registration information for the Central Contractor Registry can be found at [www.sam.gov/portal/public/sam](http://www.sam.gov/portal/public/sam)
- DUNS number registration information may be obtained at <http://www.dnb.com/get-a-duns-number.html>

### **ASBESTOS CONTAINING MATERIALS (ACM)**

Based on an asbestos operations and maintenance program prepared by ATC Associates, Inc., East Hartford, CT (Sep, 2011) the only identified building component that contains minimal ACM is in the drywall joint compound. Parish Court was built in 1975 and after many years of multiple painting projects it is impossible to discern exactly where these joints are located. It is not anticipated that any other area that may contain ACM will be affected per the scope of work for this contract.

The awarded contractor will be required to undergo a 16-hour OSHA Class III Awareness training course and obtain certification in order to perform the disturbance cutting and related work. When any specific work such as cutting holes or pass-ways through drywall in any particular area exceeding three (3) square feet or more, a separate ACM abatement contractor will be required to perform the work. At this time, there is not any particular location anticipated to exceed three (3) square feet of drywall to be disturbed.

### **REQUIREMENTS**

- 1) All equipment and product materials supplied and/or installed as part of the contract shall be new and of current manufacture, and shall meet or exceed all manufacturer specifications.
- 2) Contractor shall be required to supply all manufacturers' manuals, schematics, cut sheets and/or descriptive literature for all installed equipment and materials where applicable.
- 3) The Contractor shall be required upon request to provide proof of all applicable certification, permits and licenses, such as, but not limited to, State of Connecticut Consumer Protection Agency. Bidders are to state all qualifications held by employees, including all proposed and approved subcontractors, and hourly rates. Subcontractors must provide same certification, licenses, security clearances, and insurance.
- 4) The Contractor shall remain the single-point-of-contact for all warranty issues regarding labor and equipment.
- 5) Provide references for contracts performed during the previous three (3) years. Include current projects.
- 6) The Owner will not accept receipt of any product, material or equipment, installed or otherwise, unless all manufacturer specifications have been accommodated and/or are approved by the Owner. The Contractor shall be required to correct any nonconforming issues at no expense to the Owner or Town.
- 7) Bidders are required to provide full details of any exception to the scope of work or specification. Details must be clearly identified and attached to the proposal page.
- 8) The Owner reserves the right to add or delete any portion of the work as part of the contract to account for any unforeseeable funding restraints or as deemed necessary in the best interest of the Owner.
- 9) The Owner or Town shall not be held responsible for damages to premises, grounds or equipment, installed or otherwise, where caused by the Contractor while performing the work. Costs for such repairs and replacement shall be borne by the Contractor.

- 10) Prospective bidders are strongly encouraged to verify the scope of work prior to bidding. The Owner reserves the right at all times to increase or decrease the amount of work, if deemed in its best interest.
- 11) Price is to include all labor, materials, tools, incidentals, equipment, travel, certification, permits, licenses, insurance and disposal of waste material, in order to properly complete the work.
- 12) The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- 13) All work time must be coordinated with the Owner or approved project management agent.
- 14) Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Owner, including any State and/or Federal grants that may apply.
- 15) All employees (assigned full-time and part-time) upon request of the Owner may be subject to complete criminal background checks and may be required to obtain security clearance prior to commencing the contract. If unable to provide proof of security clearances for all employees, the awarded contractor shall be responsible for all associated costs to obtain such clearances. The Owner reserves the right to verify and approve all submitted documentation submitted, prior to awarding the contract. Such conditions apply to each subcontractor. All subcontractors must be approved by the Owner. No exceptions.

#### **GENERAL REQUIREMENTS**

- A. Any sizes or Estimate of Quantities as shown on the attached sheets and/or drawings are approximate and are not guaranteed in any respect. Prospective bidders are to visit the site to verify scope of the work, measurements, quantities, etc., prior to bidding. The Owner reserves the right at all times to increase or decrease the amount of work if deemed in its best interest. The Contractor shall contact "Call Before You Dig" at 1-800-922-4455 prior to construction.
- B. Price is to include all labor, materials, insurances, permits, etc., required to properly complete the project, including but not limited to, the following:
  1. Approval of all drawings and specifications where required by local departments, prior to construction.
  2. Installation of new system, including all labor and materials required to complete the project where and as illustrated on the drawings and specifications.
  3. Clean-up.
- C. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- D. The successful bidder at own cost must secure all required permits prior to commencing work on the site. Upon application for a building permit the Town of Fairfield will not waive the cost of the permit.
- E. The awarded contractor will have access to the building immediately upon award of contract. Time is of the essence. All work time must be coordinated with the Owner or designated representative.
- F. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Owner, including State and/or Federal grants.

#### **PRICES**

Prices quoted must be firm, for acceptance by the Owner, for a period of ninety (90) days. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

#### **GUARANTEE**

Equipment, materials and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

For a period of one (1) year from the date of substantial completion of this contract as determined by the Architect/Engineer, the Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Manager of Facilities and paid for by the Contractor.

### OBLIGATION OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Owner, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Owner and in accordance with the specifications and drawings herein mentioned at the prices herein agreed upon.

### METHOD OF DOING WORK

The work must be started and done by the Contractor in such a manner as not to encounter delays to the traveling public owing to delays in doing the work. It must be pushed to completion with all possible speed and no inconvenience to traffic will be permitted where such inconvenience may be avoided.

The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of the Owner, employees of public utilities, residents adjacent to the work and general public.

The Contractor shall employ only competent employees to do work and whenever the Owner shall notify the Contractor, in writing, that any employee on the work is, in the Owners opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Owner.

At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the Owner.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Owner reserves the right to require the successful bidder to enter into such security arrangements and/or written contracts as deemed necessary to protect its property and goods and interests.

### EXECUTION OF AGREEMENT

The form of Agreement that the successful bidder will be required to execute will be decided by the Owner. The bidder, to whom the Contract is awarded, must sign and deliver required copies to the Owner within seven (7) business days after notice of award and receipt of Agreement forms from the Owner. Any sample/draft copy of an AIA document appended to be executed as part of the contract, shall be subject to final negotiation between Contractor and Owner prior to award of contract.

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bonds as required by the Owner.

Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

### LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall conduct the work in such a manner as to interfere as little as possible with travel on the highways and observe all ordinances and statutes relating to obstructing the highway. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in

Construction published by the Associated General Contractors of America and as required by the Owner to prevent accidents or injury to persons, vehicles or animals.

Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom. All barricades, machinery and other hazards or obstructions to the public use of the highway shall be brightly and properly lighted at night.

#### ASSIGNMENTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Owner. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

#### EXTRA WORK

The Owner shall notify the Contractor, in writing, of the necessity of such extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall advise the Owner, in writing, of the compensation, whether unit price or lump sum as requested, for which he proposes to perform the extra work required. The Owner may accept the compensation proposed by the Contractor, or if the Owner considers the prices submitted to be excessive, the Owner may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to the Contractor by means of a change order which, when signed by the Contractor and the Owner, shall become part of the contract.

Unforeseen work made necessary by changes in plan or work necessary to complete the improvements for which no price is provided in the contract, shall be done in accordance with the requirements of the specifications and as directed by the Owner.

#### RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Owner is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Owner may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Owner, insure the satisfactory completion of the work aforesaid, the Owner shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Owner shall designate. The Owner shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Owner out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

#### DEFINITIONS

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Owner: The Owner shall mean Parish Court or any duly authorized official thereof acting in an official capacity.
2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.



### DRAWING CONFLICT

In the event of conflict between the drawings and specifications, the more stringent shall apply and be included in the contract.

### TERMS AND CONDITIONS OF BID

In order to receive consideration, make bids in strict accordance with the following:

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number “2018-64” on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Agent, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

### EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the drawings carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of the work. The Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work of the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Owner and to begin work promptly when ordered.

The Owner, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

### PROTESTS

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Director of Purchasing, prior to the closing date for the bid.

### EXCEPTION TO SPECIFICATIONS

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

### INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof not later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted on the Town of Fairfield, Purchasing Department website at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)

The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

#### PRE-CONSTRUCTION MEETING

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

#### CHANGE ORDERS

The maximum amount of overhead and profit that will be permitted on any change order is a total amount of 10%.

#### HANDLING AND DISTRIBUTION

The Contractor shall at own expense handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary. Contractor shall provide suitable and adequate storage area for materials during the progress of the work, and be responsible for loss of, or damage to, materials furnished or accepted, until the final acceptance of the work. Storage charges by transportation companies and suppliers which result from delays in handling shall be borne by the Contractor.

#### MATERIALS, SAMPLES INSPECTION APPROVAL

Unless otherwise indicated on the drawings or specified, only new materials shall be incorporated in the work. All materials furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Owner.

Facilities and labor for the handling and inspection of all materials shall be furnished by the Contractor. Defective materials shall be removed immediately from the site of the work.

#### INTERFERENCE WITH AND PROTECTION OF STREETS

The Contractor shall not close or obstruct any portion of a street, road or private way without first obtaining permits from the proper authorities, and permission of the Town. If any street or private way shall be rendered unsafe by the Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Town or Owner(s) of the private way.

Streets, roads, private ways and walks not closed shall be maintained passable by the Contractor at own expense and Contractor shall assume full responsibility for the adequacy and safety of provisions made.

The Contractor shall notify the Police and Fire Departments in writing with if the closing of a street is necessary, and shall cooperate with the Police Department in the establishment of alternate routes, at own expense. Contractor shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

#### STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials, construction equipment, and materials to be incorporated in the work shall be placed so as not to injure workers and so that free access can be had at all times to all parts of the work, and to all public utility installations in the vicinity of the work. Excavated materials and any other materials shall be kept neatly piled and compactly stored in such location causing for minimum of inconvenience to public travel and adjoining tenants.

There shall be no stockpiling of materials within street lines during non-working hours. There shall not be any stockpiling or placement of excavated or other materials on private or personal property without prior written permission of the Owner thereof.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the drawings and specifications. During the prosecution of the work Contractor shall make all necessary measurements to prevent misfitting in said work, and shall be responsible therefore and for the accurate construction of the entire work.

#### PLANNING AND PROGRESS SCHEDULES

Before starting the work, the Contractor shall submit to the Owner a written description of the methods planned to use in doing the work and the various steps intended to be undertaken. The Contractor and Owner will agree to such progress schedules in writing which shall be incorporated as a provision of the Contract.

### PRECAUTIONS AGAINST ADVERSE WEATHER

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly and satisfactorily done in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building-paper shelters or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging or drying will result. Protected spaces shall be artificially heated by approved means, which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated in accordance with applicable ASTM, ASA and/or AC specifications so that the mixture will be warm throughout when used.

### **CHECKLIST**

The following should be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Bid Bond or equal approved security.
- Exceptions itemized and attached to Bid Form.
- Lump Sum contains Federal Labor Rates.

**BID PROPOSAL FORM**

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, \_\_\_\_\_ have received the following contract documents,

- 1. Bid Document #2018-64
- 2. Addenda \_\_\_ through \_\_\_ posted at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)
- 3. Enclosures (Edwards)
- 4. Prevailing Wage Bid Package
- 5. Federal Labor Standards Provisions (Form HUD 4010)
- 6. US Dept. Labor Payroll (Form WH-347) and have included their provisions in my proposal.

I shall supply all labor, materials, tools, equipment, permits, taxes and insurances, etc., in accordance with the entire contract documents, to perform fire alarm upgrades and all work as specified, located at Parish Court, 175 Warde Terrace, Fairfield, CT.

**PART A: FIRE EXIT DOORS**

(\$ \_\_\_\_\_) /lump sum \_\_\_\_\_ Dollars

**PART B: FIRE ALARM AUDIO NOTIFICATION SYSTEM**

(\$ \_\_\_\_\_) /lump sum \_\_\_\_\_ Dollars

**PART C: TACTILE & BRAILLE SIGNAGE**

(\$ \_\_\_\_\_) /lump sum \_\_\_\_\_ Dollars

Prospective bidders may elect to submit proposals on any single scope of work item or all three items combined. The contract may be awarded to a single contractor or multiple contractors where deemed in the Owner’s best interest as determined by competitive price, available work schedule, proven experience, successfully completed projects and references. Lump sum amount shall include the cost of labor, materials, equipment, tools, mobilization, delivery, permits, fees, licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

Mark-up over Cost for Materials shall be \_\_\_\_\_% for any additional work where requested.

Work shall be completed \_\_\_\_\_ days after receipt of written notice to proceed / purchase order.

A complete itemized schedule of values shall be required to be provided by the Contractor, prior to award of contract.

Company Background

Provide information regarding company background, including number of years in business, size of firm, and relevant experience regarding services to be performed.

Number of years in business: \_\_\_\_\_ Number of employees: \_\_\_\_\_ (full time) \_\_\_\_\_ (part time)

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Company \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tax ID #: \_\_\_\_\_

**NOTE:** This project is being funded through Federal Community Development Block Grant (CDBG) dollars and is therefore subject to Davis-Bacon prevailing wage requirements as well as other laws and authorities. NO EXCEPTIONS.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2018-64” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

**RIGHT TO ACCEPT / REJECT**

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

**QUESTIONS**

Questions concerning conditions, bidding guidelines and specifications should be directed in writing to:

**Phillip Ryan, Buyer: [PRyan@fairfieldct.org](mailto:PRyan@fairfieldct.org)**

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

**PRICES**

Prices quoted must be firm, for acceptance by the Owner, for a period of (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

**F.O.B. DESTINATION**

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

**BID BOND**

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

**PERMITS**

The Contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will not waive the application and permit fees for this project.

**PAYMENT PROCEDURES**

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

### **PAYMENT PERIOD**

The proposed project is jointly funded by Parish Court (Owner) and Community Development Block Grant (CDBG). Due to the involvement of funding from HUD, final payments and/or payment of retainage are subject to final inspection and approval by State and local authorities and/or HUD which may take up to (90) days from project inspection by HUD.

NOTE: This is not a Town of Fairfield funded project.

### **THE CONTRACTOR**

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

### **ASSIGNMENT OF CONTRACT**

No contract may be assigned or transferred without the consent of the Purchasing Authority.

### **AWARD OF BIDS**

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

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

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor were required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

### **BOND REQUIREMENT – NON-RESIDENT CONTRACTORS**

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

### **GUARANTEE**

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

### **CATALOGUE REFERENCE**

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

## **OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

## **LIFE CYCLE COSTING**

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

## **INSURANCE**

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town. The bid number shall be included on the certificate of insurance.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non-contributory with a 30-day notice of cancellation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$2,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

### **Commercial General Liability:**

- Bodily Injury and Property Damage: \$1,000,000 each occurrence / \$2,000,000 aggregate.
- Products/Completed Operations: \$1,000,000 each occurrence / \$2,000,000 aggregate.

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella or Excess Liability Policy: An umbrella policy in the amount of \$5,000,000, covering general liability, auto liability, and employer liability is required.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$1,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The following entities shall be named as additional insureds on the General Contractor's and Subcontractors' Commercial General Liability (for ongoing and completed operations), Automobile and Umbrella.

The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

### **HOLD HARMLESS**

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

### **FEDERAL, STATE, AND LOCAL LAWS**

This project is being funded through Federal Community Development Block Grant (CDBG) dollars and is therefore subject to Davis-Bacon prevailing wage requirements, as well as other laws and authorities. The Contractor is required to review and acknowledge applicable federal wage provisions per the attached Federal Labor Standards Provisions. All completed wage forms are required to be submitted by the Contractor, prior to billing. The Contractor is directed to review applicable federal wage provisions per the website listed below. All current Davis Bacon wage information may be accessed on-line at no cost from [www.wdol.gov](http://www.wdol.gov). The Town shall apply the most current wage decision applicable at the time of contract award.

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us)

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

### **CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

### **SCOPE OF WORK/SITE INSPECTIONS**

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

### **EXCEPTION TO SPECIFICATIONS**

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

### **UNLESS OTHERWISE NOTED**

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.



**TAX EXEMPT**

Town of Fairfield

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

The Owner (Church Housing for Fairfield, Inc., d/b/a Parish Court)

State Sales Tax Exemption E-6641

Exempt from States Sales Tax under the Sales and Use Tax Act, effective July 1, 1953.

Exempt certificate will be issued to the awarded bidder.

**REFERENCES**

Provide details of most recently performed and completed projects of equal scope:

**REFERENCE #1:**

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			
_____			

**REFERENCE #2:**

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			
_____			

**REFERENCE #3:**

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			
_____			

This page must be fully completed and submitted with your proposal, including accurate contact names and contact details. Prospective bidders may opt to submit own formatted reference sheets with complete project details and contact information.

**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ E-mail \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #2:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ E-mail \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #3:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ E-mail \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #4:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ E-mail \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

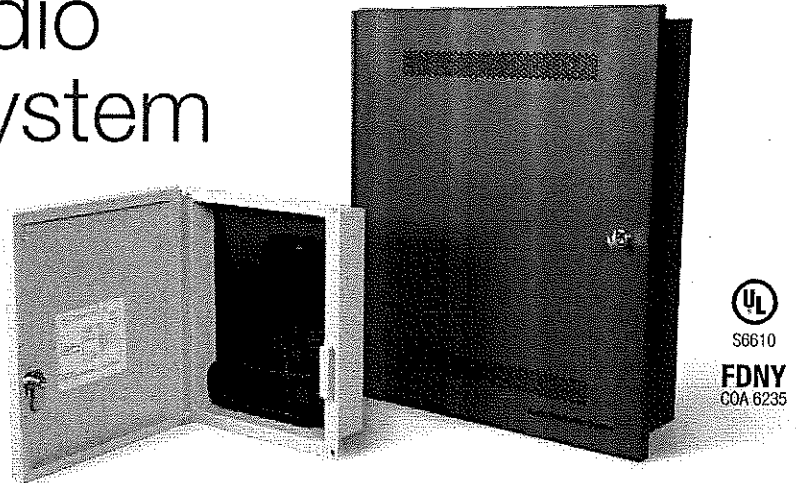
**NOTE: All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.**



LIFE SAFETY &amp; INCIDENT MANAGEMENT

# Fire Alarm Audio Notification System

## ANS2 Series



### Overview

The ANS series of products from EDWARDS is a collection of high-performance audio notification systems that provide voice evacuation capability which meets the emergency voice alarm requirements of NFPA 72 for UL listed fire alarm applications. ANS panels are available in 25, 50, or 100 Watt models and include a microphone, amplifier, tone generator, digital message repeater (DMR), and supervisory interface.

These self-contained systems offer robust field-configurable features and are supported by a wide range of accessory equipment that provides application flexibility and reliable performance for new and retrofit installations alike.

Expander panels and modules extend the range of the ANS system to meet the needs of demanding audio applications. Accessory equipment such as zone switchers and remote microphones offer the sophistication of high-end systems for a relatively low cost.

ANS systems are ideal for use with EDWARDS fire alarm control panels when emergency voice alarm service is required. Genesis speakers and speaker-strobes may be used with ANS audio systems to provide a clean and attractive appearance for voice audio applications.

### Standard Features

- Meets NFPA 72 Emergency Voice Alarm requirements
- Easy to use custom configuration software
- Clean dead-front construction
- Integrated field recordable digital message player
- Twenty minute message capacity
- 25, 50, or 100 Watt models available
- Field selectable for either 25 or 70 Vrms speakers
- 120 VAC power supply and battery charger included
- Paging microphone overrides message and tone
- High reliability, low maintenance
- Fully supervised, UL listed
- Easy installation, operation, and configuration
- Built-in alarm and alert signals
- 24-hour backup capability

# Application

National fire codes generally require voice evacuation systems in places of assembly with over 300-person occupancy, in theatres with more than one screen, and in buildings seven stories or higher. ANS Series Audio Notification Systems represent an effective and efficient solution for meeting these requirements.

ANS systems are ideal for new applications with fire control panels that do not provide integrated audio functions. These audio systems also provide the opportunity to add voice evacuation capability to existing fire alarm applications without replacing existing fire alarm control equipment.

The fire alarm control panel works in concert with the ANS audio system, providing all initiating circuitry and a signaling circuit that connects to the ANS. The ANS provides its own internal supervision as well as supervision for its speaker lines.

Faults are reported back to the fire alarm control panel by means of a supervisory circuit, which is connected to a matching EOLR on the ANS. Internal failures and speaker line faults open a con-

tact, which the fire alarm control panel reports as an open fault on the supervisory circuit.

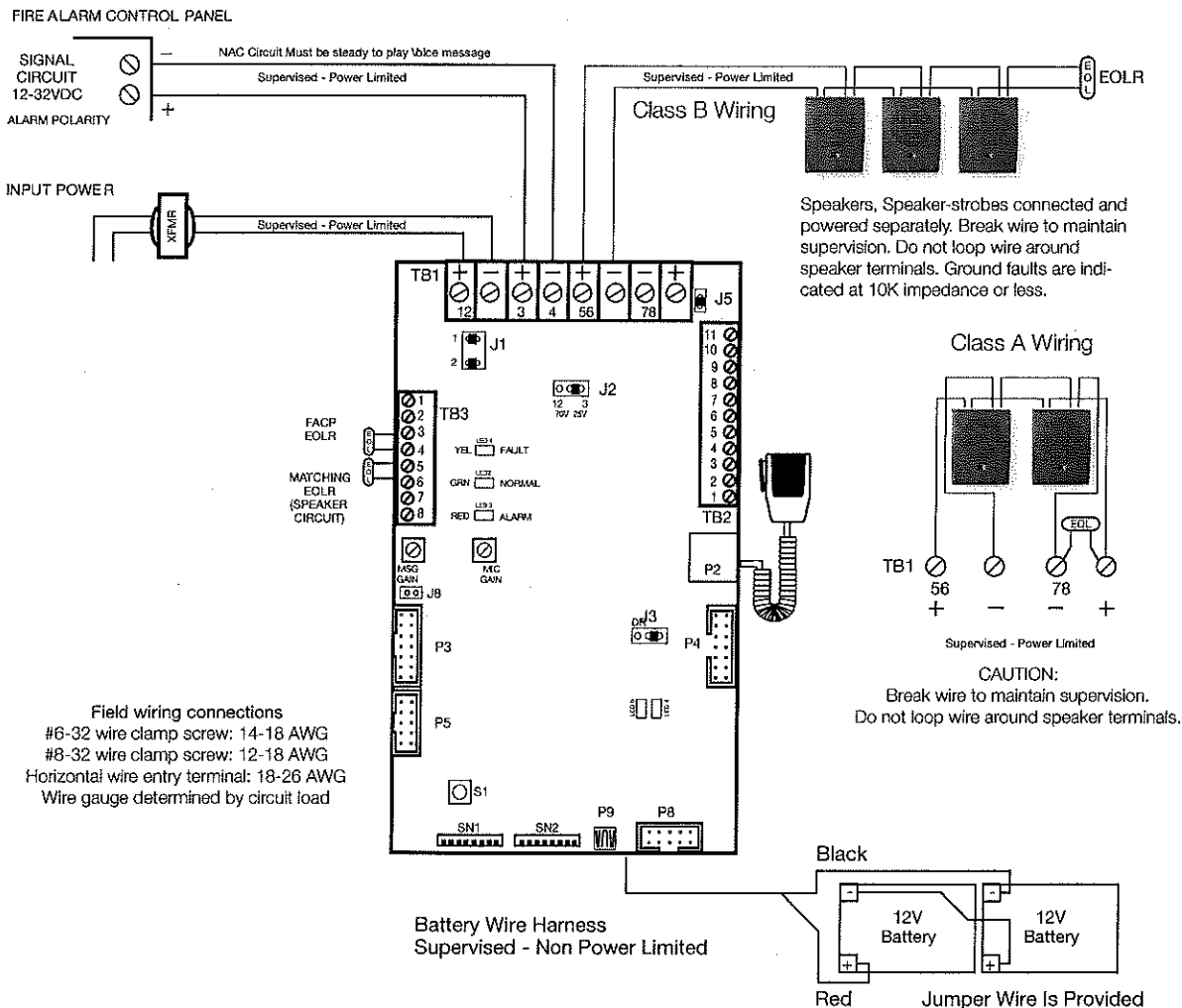
A digital message repeater (DMR) is built into all ANS systems unless ordered without the DMR. Up to 20 minutes of custom messages can be uploaded in the field with the use of a laptop and the ANSCONFSOFT1 configuration software. In addition, the selection from eight available alarm tones, automatic message repeats, AC fault report delay, and connected equipment settings are all field-configurable.

The paging microphone is an integral component of the audio notification system. Removal of the microphone from the panel will cause a Trouble condition. This is reported locally, as well as through the fire alarm control panel.

All ANS panels include a 120 V, 60 Hz supply (standby batteries are required). Optionally, ANS panels can be powered with 24vdc from the fire alarm control panel or a booster power supply. Where speaker-strobes are used, strobe power is provided by the fire alarm control panel or a booster power supply.

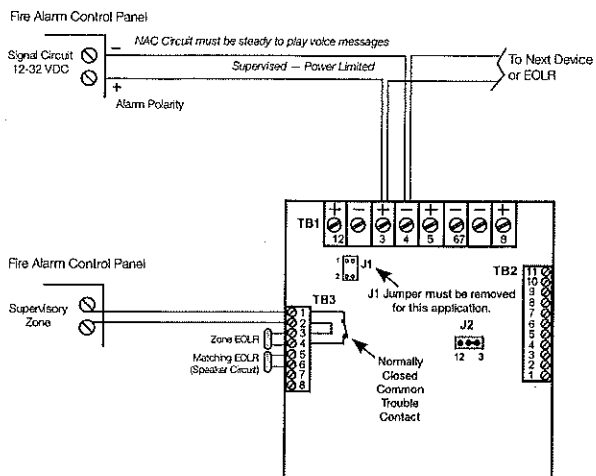
# Typical Wiring

## ANS 25, 50, 100

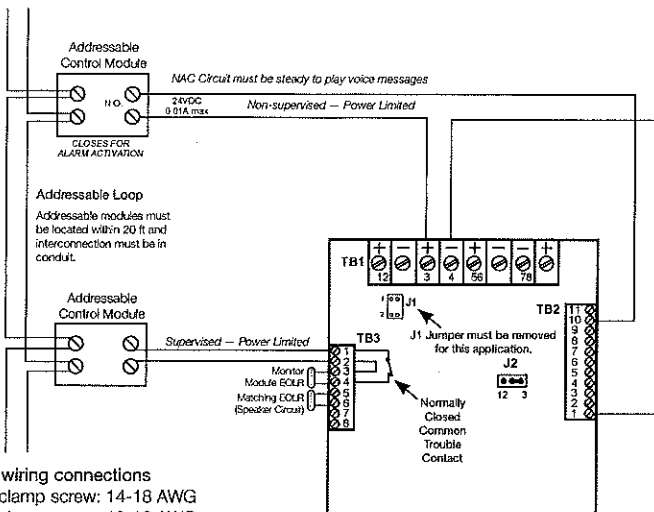


# Application Drawings

## Optional Supervisory Circuit

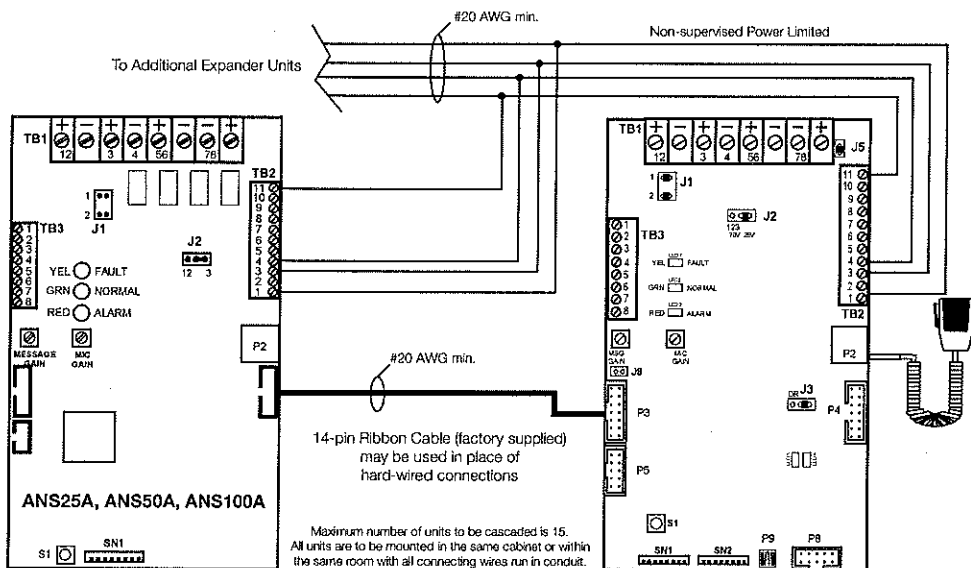


## Addressable System

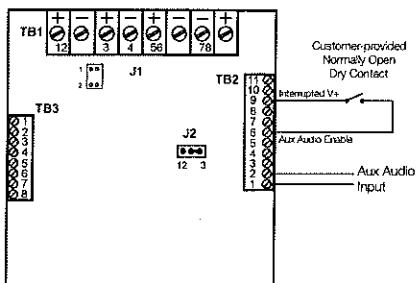


Field wiring connections  
 #6-32 wire clamp screw: 14-18 AWG  
 #8-32 wire clamp screw: 12-18 AWG  
 Horizontal wire entry terminal: 18-26 AWG  
 Wire gauge determined by circuit load

## Multiple Unit Connection



## Aux Audio Enable Connection



Field wiring connections  
 #6-32 wire clamp screw: 14-18 AWG  
 #8-32 wire clamp screw: 12-18 AWG  
 Horizontal wire entry terminal: 18-26 AWG  
 Wire gauge determined by circuit load

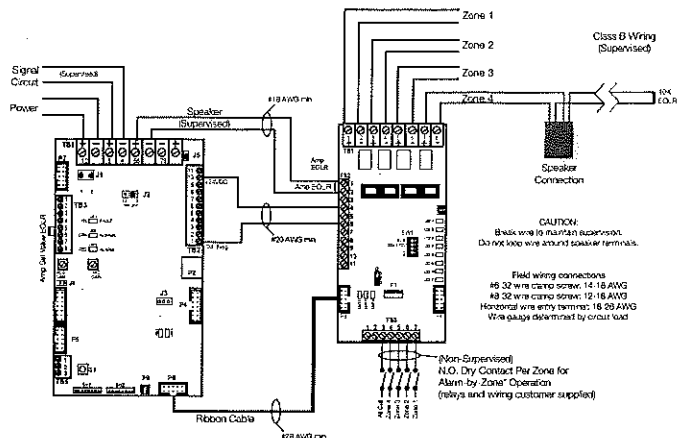
## Accessory Equipment

### Zone Splitter



The ANSZM4B2A Zone Splitter Module is used to enable the output of the ANS25, ANS50 or ANS100 to be split into multiple circuits for audio power distribution. The module accepts input from the ANS speaker output and utilizes output relays to distribute the power to separate circuits. The module may be cascaded to increase the number of circuits, and provides supervision of the individual circuits for either open or short conditions. Indicator LEDs display active or fault conditions for the individual circuits. A fault condition is reported to the ANS via the I2C communication port. The Zone Splitter Module may also be used with legacy ANS models, but in these cases supervision must employ TB2 Terminals 10 - 11 as a supervisory input.

If Manual control of the circuits is required, an ANSSW8 must be employed. Zones may then be selected manually by switches or through pull-down inputs. In the event of an alarm condition, the module defaults to an All-Call. All-Call feature may only be overridden if accompanying panel has zone control features.



ANSZM4B2A Zone Splitter Module  
Typical Wiring

### Expander Panels and Modules

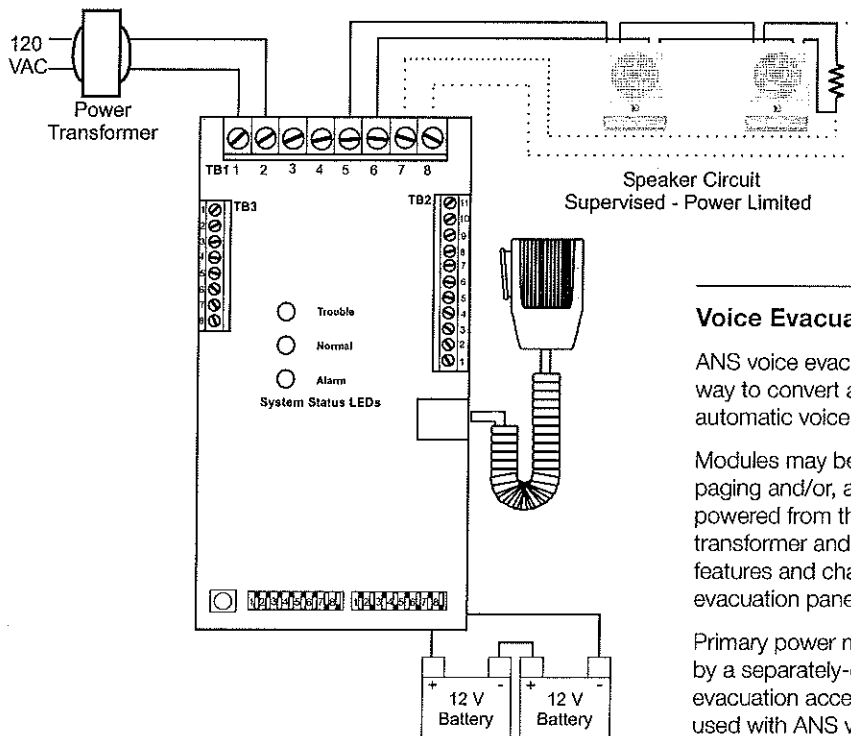


Audio Notification System expander panels and modules provide an easy and cost-effective way to increase the output power of ANS25, ANS50 or ANS100 voice evacuation systems.

Audio Notification System panels include an audio amplifier, temporal pattern alarm tone, power supply

and battery charger. They can be ordered with or without a paging microphone and/or digital message repeater.

Audio Notification System modules do not include cabinets, and are intended to be mounted in a UL Listed enclosure. They can be ordered with or without a paging microphone and or digital message repeater. Voice evacuation expanders may be ganged together in any combination to provide up to 2,000 Watts of audio power.



Class B circuit shown.  
Return wires to  
evacuation panel for  
Class A operation.

### Voice Evacuation Modules

ANS voice evacuation modules provide an easy and cost-effective way to convert any UL Listed fire alarm panel or system to an automatic voice evacuation system.

Modules may be ordered with or without a microphone for manual paging and/or, a digital message repeater (DMR). Modules can be powered from the FACP, a booster power supply or an optional transformer and standby batteries. They provide all the operational features and characteristics of ANS25, ANS50, or ANS100 voice evacuation panel, but are provided without the enclosure.

Primary power may be supplied by the fire alarm control panel or by a separately-ordered power transformer. Any of the ANS voice evacuation accessories, including remote microphones, may be used with ANS voice evacuation modules. Expander modules can also be added in any combination to provide up to 2,000 Watts of audio power in a single voice evacuation system.

# Accessory Equipment

## ANSSW8 Switch/LED Card



The ANSSW8 is an optional control/indication module that includes eight momentary contact switches and eight tri-color (green/red/amber) LEDs. Switches may be programmed for paging, emergency message activation, or control functions. When used in conjunction with the ANSZM4B2A Zone Splitter, the ANSSW8 may be programmed for zone paging. LEDs for switches assigned to page zones will indicate steady red for *Page* and flashing red for *Alarm*. An emergency message broadcast to any zone will indicate green. The zone LED will indicate amber if the associated speaker zone is in fault condition.

Switches programmed for messages indicate Green when selected. Only one message is active at a time. If a higher priority message is activated while a message is playing, its associated LED will go off and the higher priority message LED will indicate. A fire alarm condition will override all other messages in the queue and the associated fire alarm message will be broadcast immediately.

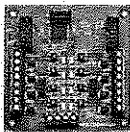
Switches may alternately be programmed for control functions. On a switch activation, a corresponding point on an ANSXM8 Output Card will follow. Switch LEDs indicate red on activation.

## ANSDC8 Intelligent Input Interface Card



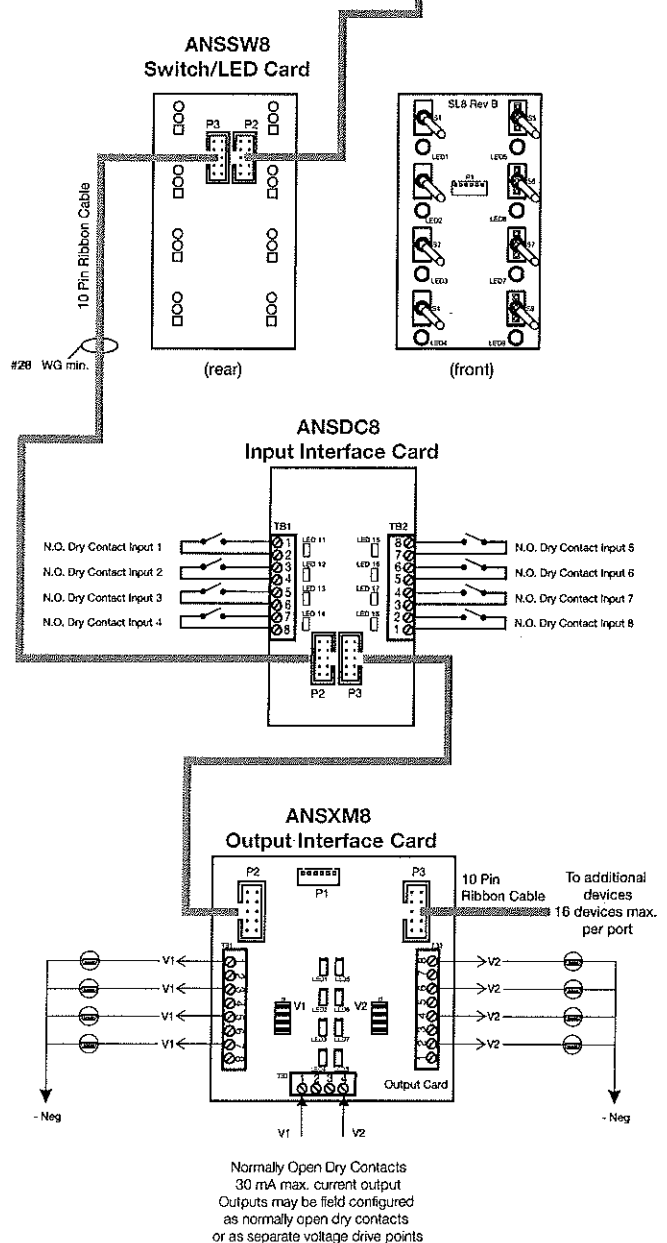
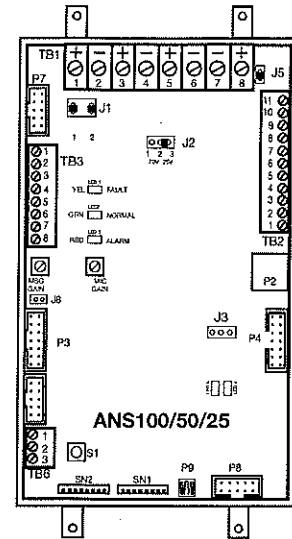
The ANSDC8 is an intelligent input interface card with eight input points and eight corresponding red input LEDs. The ANSDC8 accepts external normally-open dry contacts. Inputs may be programmed for message activation or control functions. On activation of an input point the corresponding input LED turns on.

## ANSXM8 Intelligent Output Interface Card



The ANSXM8 is an intelligent output interface card with eight output points and eight red LEDs. Outputs are solid-state normally-open dry contacts rated at 30 mA max @ 0 - 24 V. They may be field configured as normally-open dry contacts, or as separate voltage drive points.

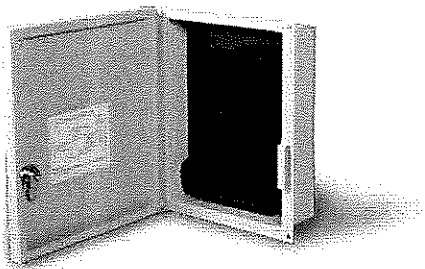
When used as drive points, each output can be tied to a specified voltage from zero to 24 volts, and feed the designated voltage as a drive point. Outputs 1 through 4 and Outputs 5 through 8 may linked to the same or different voltage references. Outputs may be programmed to follow a message activation, a page, or a control function. On activation the corresponding input LED will indicate.





## Accessory Equipment

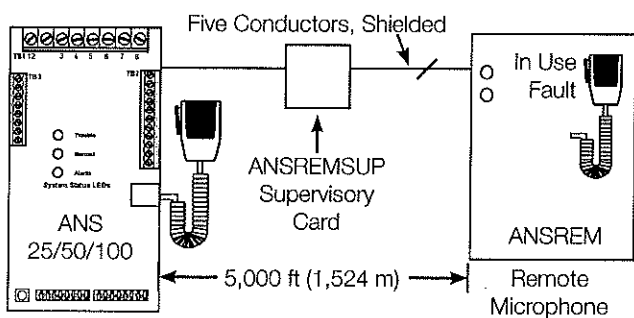
### Remote Microphone Panel



The ANSREM is a supervised remote microphone for use with the ANS voice evacuation system. The microphone provides crystal-clear live voice messages over the system speakers.

Up to five ANSREM panels may be connected to a single ANS-REMSUP supervisory card. This provides supervision of the wires to the ANSREM and supports wiring distances of up to 5,000 feet (1,524 meters).

The ANSREM is housed in an attractive surface or semi-flush mounted enclosure, with a hinged locking door. It features dead-front construction, a microphone with a "Press-to-Talk" button, and discreet LEDs that indicate In-Use and Fault status.



Remote Microphone Panel Dimensions:  
8" H x 10" W x 3" D (203 mm x 254 mm x 76 mm)

### Standard Message

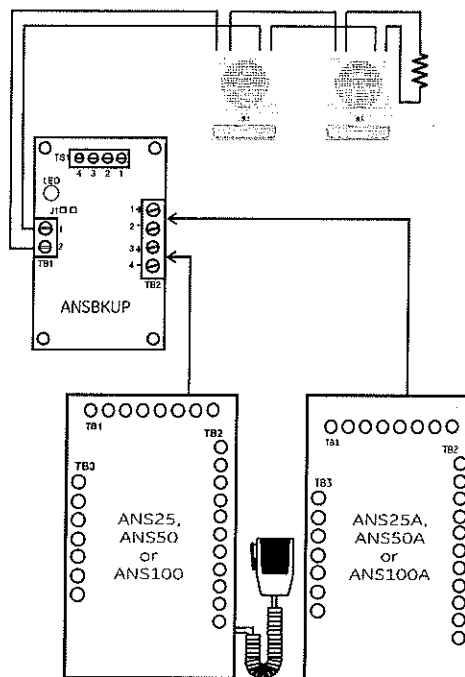
This message is included with the ANS 25/50/100.

*(Female Voice) "Attention Please, there has been a report of an emergency. Proceed calmly to the nearest exit and leave the building immediately. Do not use the elevators, use stairwells where necessary. All handicapped occupants shall use the building evacuation plan."*

### Backup Amplifier Switching Card



The ANSBKUP switching card continually monitors the primary amplifier for signs of failure. Should the amplifier fail, the ANSBKUP automatically activates a backup amplifier. A single amplifier can be used to back up one or more amplifiers of equal or lesser wattage. One ANSBKUP is required for each amplifier being backed up. The backup amplifier does not require its own microphone and digital message repeater unless a fully redundant voice evacuation system is required.



Note: Back-up amplifier does not require microphone or DMR.

## Engineering Specification

The voice evacuation system shall be EDWARDS ANS Series or approved equal. The voice evacuation system shall provide <25><50><100> Watts signal power and <25><50><100> Watts voice power, and shall be UL Listed.

All speaker circuits shall be field selectable for 25 or 70 Vrms operation and shall be power limited.vav

The voice evacuation system shall be microprocessor based, and shall contain an integral microphone, <25><50><100> Watt audio amplifier, tone generator, digital message repeater, 120 VAC power supply, and battery charger.

The voice evacuation message/signal shall be broadcast until the Fire Alarm Control Panel (FACP) is reset, or until fire emergency personnel interrupt the broadcast with a manual page. On reset system shall automatically return to standby (normal operating) condition.

A secondary message shall be provided that can be triggered by the closure of a contact from either the FACP or from any normally open contact device.

Remote paging microphone(s) will be supported by the system through a supervised circuit. Remote microphone(s) may be mounted up to 5,000 ft. (1,524 m) away from the voice evacuation panel.

## Specifications

Model		ANS25	ANS50	ANS100
Output power		25 W	50 W	100 W
Output voltage		25 or 70 Vrms selectable		
Output protection		Power-limited, open and short circuit protected		
Input voltage		120 Vac at 60 Hz		
Input current		0.8 A @ 120 Vac	0.5 A @ 120 Vac	1.0 A @ 120 Vac
Optional 24 Vdc input <sup>1</sup>	Standby	0.60 A	0.60 A	0.60 A
	Alarm	1.00 A	1.00 A	2.60 A
	Sine	2.90 A	3.40 A	6.50 A
Frequency response		800 - 2800 Hz	400 - 4000 Hz	
Dimensions		Rough-in: 14.5 x 18 x 4" (368 x 457 x 102 mm) Finished Door: 16.25 x 19.5" (413 x 495 mm)		
Battery Type		Two 12 V Gel Cell in series		
Battery size	Minimum	24 V, 7 Ah	24 V, 7 Ah	24 V, 7 Ah
	Maximum	24 V, 18 Ah	24 V, 18 Ah	24 V, 24 Ah
Battery Standby Operating Time		24-60 Hours in Standby 15 minutes in Alarm		
Battery Charging Current		800 mA		
Battery Input current		Full speaker load, no aux load:		
	Standby Alarm	0.18 A 1.10 A	0.15 A 0.80 A	0.16 A 0.60 A
Battery Input Current		Full speaker load, full aux load of 0.5 A:		
	Standby Alarm	1.10 A 2.50 A	1.00 A 1.10 A	1.10 A 2.00 A

<sup>1</sup> *Input current* measurements are determined using test conditions specified in UL 1711. *Sine* represents measurements made while the unit produces a continuous, undistorted sine wave of 1 kHz into the rated load of 25, 50, or 100 W at the rated output voltage. *Alarm* is the average current the unit experiences delivering an alarm signal, temporal whoop, to the rated load. *Standby* is the current draw of the unit with all normal power on and auxiliary terminals fully loaded. *Battery standby* is the current draw from the batteries on loss of power in an otherwise normal standby state.



LIFE SAFETY & INCIDENT MANAGEMENT

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EDWARDS is a UTC brand.  
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Mebane, NC 27302

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## Ordering Information

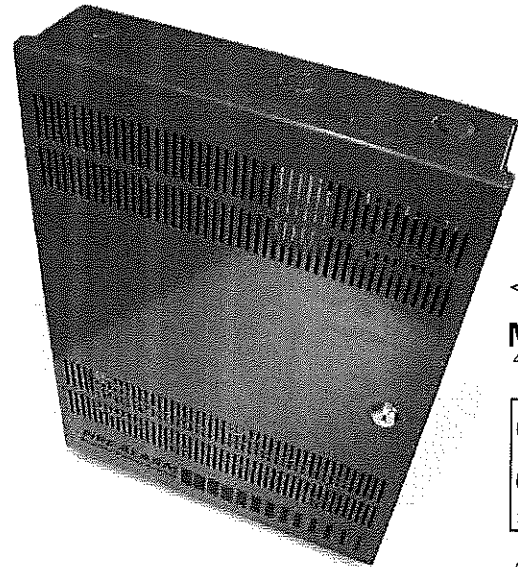
Part Number	Description	Wt. lb (kg)
<b>Audio Notification Panels</b>		
<i>Audio Notification Panels include DMR, Power Supply &amp; Battery Charger, Standard Message, Microphone, and Cabinet.</i>		
ANS100MDG2	100 Watt Audio Notification Panel. Gray Cabinet.	32 (14.5)
ANS100MDR2	100 Watt Audio Notification Panel. Red Cabinet.	32 (14.5)
ANS25MDG2	25 Watt Audio Notification Panel. Gray Cabinet.	29 (13.2)
ANS25MDR2	25 Watt Audio Notification Panel. Red Cabinet.	29 (13.2)
ANS50MDG2	50 Watt Audio Notification Panel. Gray Cabinet.	32 (14.5)
ANS50MDR2	50 Watt Audio Notification Panel. Red Cabinet.	32 (14.5)
<b>Expander Panels</b>		
ANS100XG	100 Watt Audio Expander Panel. Gray Cabinet.	32 (14.5)
ANS100XR	100 Watt Audio Expander Panel. Red Cabinet.	32 (14.5)
ANS25XG	25 Watt Audio Expander Panel. Gray Cabinet.	29 (13.2)
ANS25XR	25 Watt Audio Expander Panel. Red Cabinet.	29 (13.2)
ANS50XG	50 Watt Audio Expander Panel. Gray Cabinet.	32 (14.5)
ANS50XR	50 Watt Audio Expander Panel. Red Cabinet.	32 (14.5)
<b>Zone Splitters</b>		
ANSZM4B2A	Zone Module. 4 Class B or 2 Class A circuits.	
<b>Remote Microphones</b>		
ANSREMG	Remote microphone. Requires ANSREMSUP card in ANS panel. Gray surface/semi-flush cabinet. Supervised.	8 (3.6)
ANSREMR	Remote microphone. Requires ANSREMSUP card in ANS panel. Red surface/semi-flush cabinet. Supervised.	8 (3.6)
ANSREMSUP	Remote microphone supervisory card, one per system. Supervises up to 5 remote microphones.	1 (0.5)
<b>Backup Amplifier Modules</b>		
ANSBKUP	Backup amplifier switching module.	1 (0.5)
<b>Modules</b>		
ANS100A	100 Watt expander module.	5 (2.3)
ANS100AMD2	100 Watt audio notification module with DMR and microphone.	5 (2.3)
ANS25A	25 Watt expander module.	5 (2.3)
ANS25AMD2	25 Watt audio notification module with DMR and microphone.	5 (2.3)
ANS50A	50 Watt expander module.	5 (2.3)
ANS50AMD2	50 Watt audio notification module with DMR and microphone.	5 (2.3)
ANSDC8	8 dry-contact input/LED module.	
ANS8SW8	8 position switch/LED module.	
ANS8XM8	8 transistor output/LED module.	
<b>Custom Messages (for ANS1 Series only)</b>		
ANSDMRALT	Alternate prerecorded DMR message PROM from library.	
ANSDMRCUSTOM	Custom recorded message PROM. Call customer service for quotation and availability.	
ANSCONFSOFT1	ANS Configuration Software.	



LIFE SAFETY & INCIDENT MANAGEMENT

# Remote Booster Power Supplies

BPS6A, BPS10A



## Overview

The Booster Power Supply (BPS) is a UL 864, 9th Edition listed power supply. It is a 24 Vdc filtered-regulated, and supervised unit that can easily be configured to provide additional notification appliance circuits (NACs) or auxiliary power for Mass Notification/Emergency Communication (MNEC), as well as life safety, security, and access control applications.

The BPS contains the circuitry to monitor and charge internal or external batteries. Its steel enclosure has room for up to two 10 ampere-hour batteries. For access control-only applications, the BPS can support batteries totaling up to 65 ampere-hours in an external enclosure. The BPS has four Class B (convertible to two Class A) NACs. These can be activated in one or two groups from the BPS's unique dual input circuits.

The BPS is available in 6.5 or 10 ampere models. Each output circuit has a capacity of three amperes; total current draw cannot exceed the unit's rating.

The BPS meets current UL requirements and is listed under the following standards:

Standard (CCN)	Description
UL864 9th edition (UOXX)	Fire Alarm Systems
UL636 (ANET, UEHX7)	Holdup Alarm Units and Systems
UL609 (AOTX, AOTX7)	Local Burglar Alarm Units and Systems
UL294 (ALVY, UEHX7)	Access Control Systems
UL365 (APAW, APAW7)	Police Station Connected Burglar Alarm Units and Systems
UL1076 (APOU, APOU7)	Proprietary Burglar Alarm System Units
UL1610 (AMCX)	Central Station Alarm Unit
ULC-S527 (UOXXC)	Control Units, Fire Alarm (Canada)
ULC-S303 (AOTX7)	Local Burglar Alarm Units and Systems (Canada)
C22.2 No. 205	Signaling Equipment (Canada)

## Standard Features

- Allows for reliable filtered and regulated power to be installed where needed
- Cost effective system expansion
- Provides for Genesis and Enhanced Integrity notification appliance synchronization
- Supports coded output operation
- Self-restoring overcurrent protection
- Multiple signal rates
- Can be cascaded or controlled independently
- Easy field configuration
- On-board diagnostic LEDs identify wiring or internal faults
- Standard EDWARDS keyed lockable steel cabinet with removable door
- 110 and 230 Vac models available
- Accommodates 18 to 12 AWG wire sizes
- Optional tamper switch
- Dual battery charging rates
- Optional earthquake hardening; OSHPD seismic pre-approval for component Importance Factor 1.5

## Application

The BPS provides additional power and circuits for notification appliances and other 24 Vdc loads. It is listed for indoor dry locations and can easily be installed where needed.

Fault conditions are indicated on the on-board diagnostic LEDs, opening the BPS input sense circuit and the trouble relay (if programmed). While this provides indication to the host system, the BPS can still be activated upon command. A separate AC Fail contact is available on the BPS circuit board, which can be programmed for trouble or AC Fail. There are seven on-board diagnostic LEDs: one for each NAC fault, one for battery fault, one for ground fault, and one for AC power.

The unique dual-input activation circuits of the BPS can be activated by any voltage from 6 to 45 VDC (filtered-regulated) or 11 to 33 Vdc (full-wave rectified, unfiltered). The first input circuit can be configured to activate 1-4 of the four possible outputs. The second input circuit can be configured to control circuits 3 and 4. When outputs are configured for auxiliary operation, these circuits can be configured to stay on or automatically deactivate 30 seconds after AC power is lost. This feature makes these circuits ideal for door holder applications. The BPS also has a separate 200 mA 24 Vdc output that can be used to power internal activation modules.

BPS NACs can be configured for a 3-3-3 temporal or continuous output. California temporal rate outputs are also available on certain models. This makes the BPS ideal for applications requiring signaling rates that are not available from the main system.

In addition to the internally generated signal rates, the BPS can also be configured to follow the coded signal rate of the main system NACs. This allows for the seamless expansion of existing NACs.

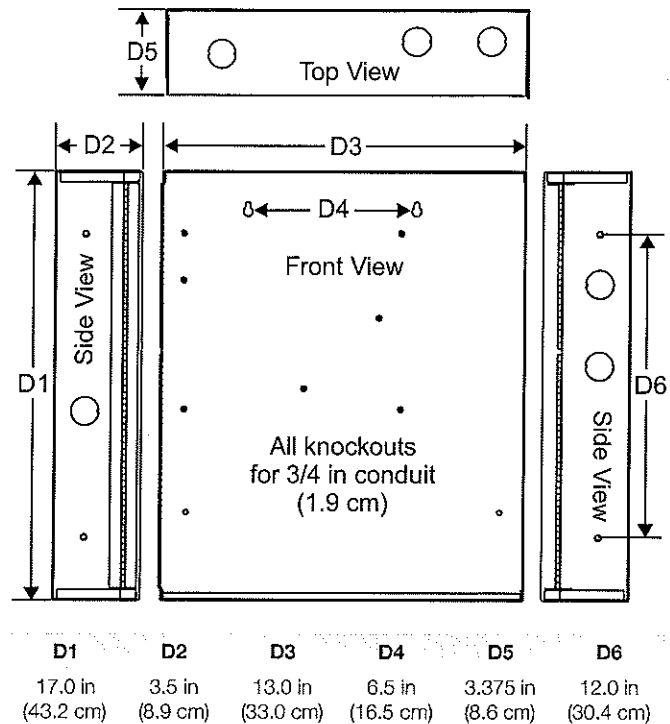
The BPS enclosure has mounting brackets for up to three Signature modules to the right of the circuit board.

## Engineering Specification

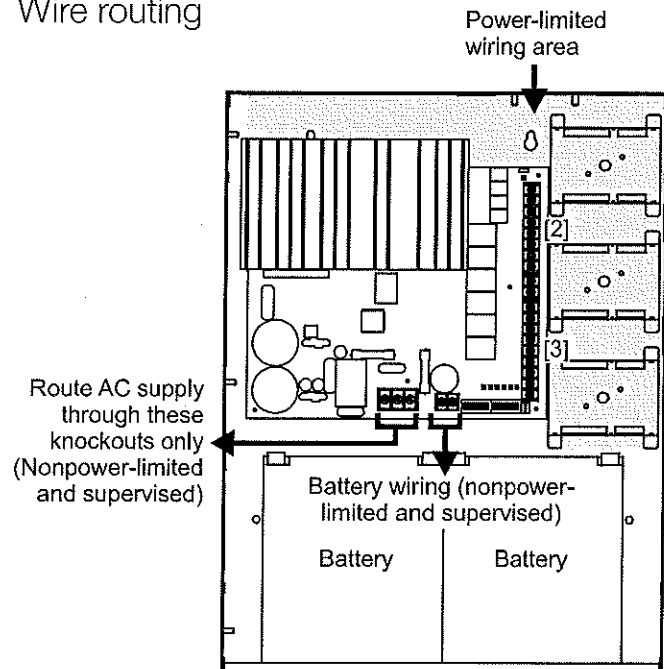
Supply, where needed, EDWARDS BPS Series Booster Power Supplies (BPS) that are interconnected to and supervised by the main system. The BPS shall function as a stand-alone auxiliary power supply with its own fully-supervised battery compliment. The BPS battery compliment shall be sized to match the requirements of the main system. The BPS shall be capable of supervising and charging batteries having the capacity of 24 ampere-hours for Mass Notification/Emergency Communication (MNEC), life safety and security applications, and the capacity of 65 ampere-hours for access control applications.

<<The BPS shall be capable of installation for a seismic component importance Factor of 1.5.>> The BPS shall provide a minimum of four independent, fully supervised Class B circuits that can be field configurable for notification appliance circuits or auxiliary 24 Vdc power circuits. BPS NACs shall be convertible to a minimum of two Class A NACs. Each BPS output circuit shall be rated at 3 amperes at 24 Vdc. Each output circuit shall be provided with automatically restoring overcurrent protection. The BPS shall be operable from the main system NAC and/or EDWARDS Signature Series control modules. BPS NACs shall be configurable for continuous, 3-3-3 temporal or optionally, California rate. Fault conditions on the BPS shall not impede operation of main system NAC. The BPS shall be provided with ground fault detection circuitry and a separate AC fail relay.

## Dimensions



## Wire routing



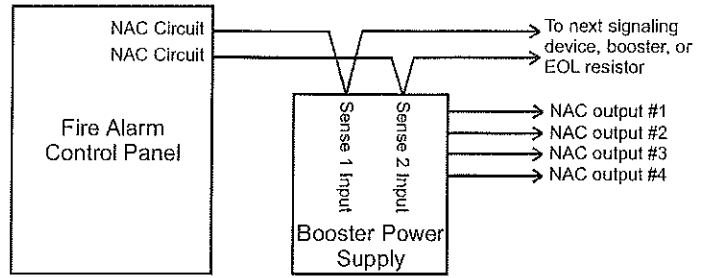
### Notes

1. Maintain 1/4-inch (6 mm) spacing between power-limited and nonpower-limited wiring or use type FPL, FPLR, or FPLP cable per NEC.
2. Power-limited and supervised when not configured as auxiliary power. Non-supervised when configured as auxiliary power.
3. Source must be power-limited. Source determines supervision.
4. When using larger batteries, make sure to position the battery terminals towards the door.

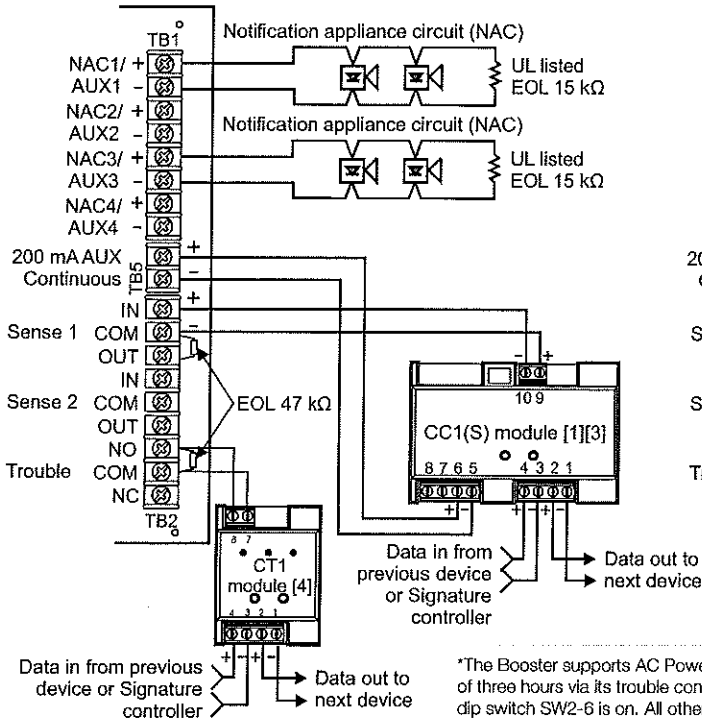
# Typical Wiring

Single or cascaded booster anywhere on a notification appliance circuit

Existing NAC end-of-line resistors are not required to be installed at the booster's terminals. This allows multiple boosters to be driven from a single NAC circuit without the need for special configurations.

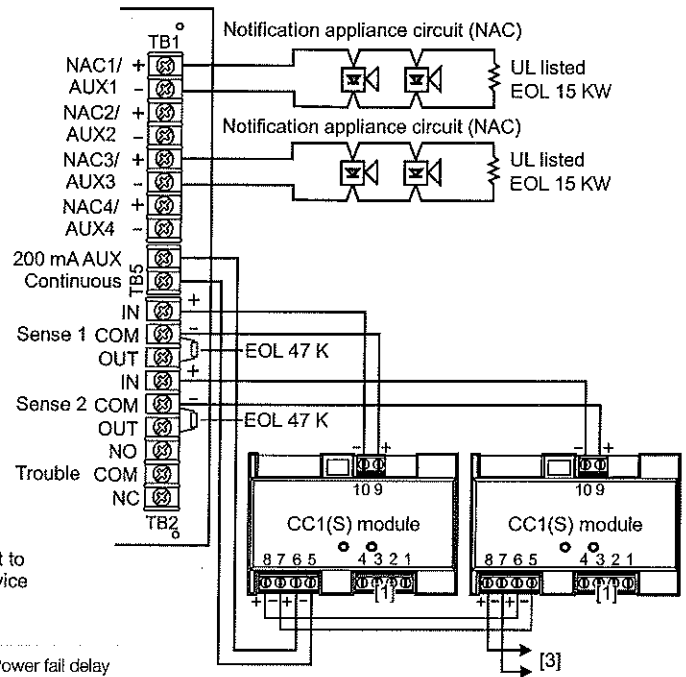


## Configuring the Booster for AC Power Fail delay operation\*

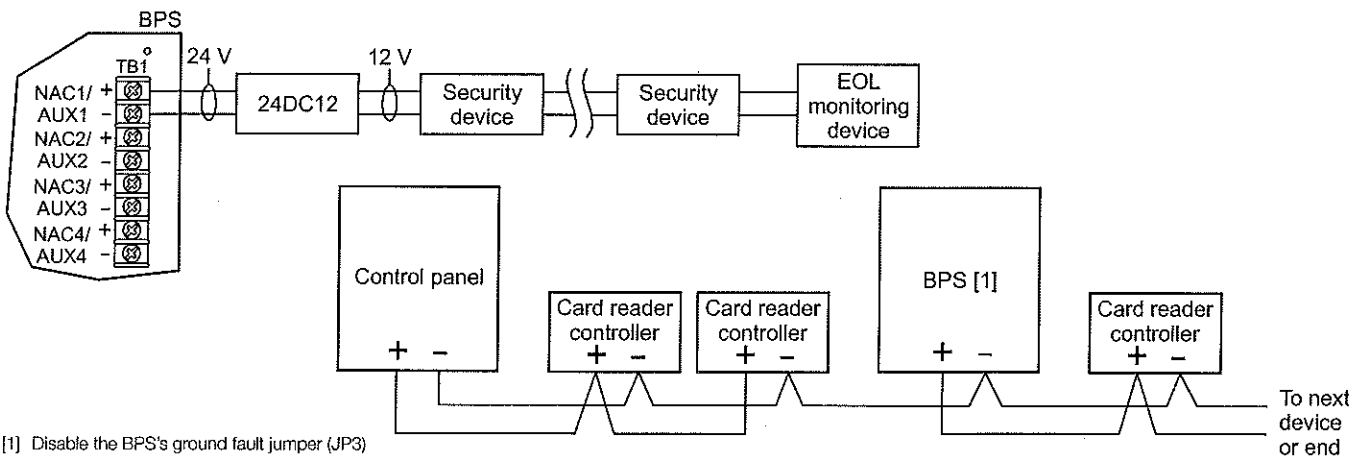


\*The Booster supports AC Power fail delay of three hours via its trouble contact when dip switch SW2-6 is on. All other troubles are reported to supervising module or panel without delay via Sense inputs.

## Multiple CC1(S) modules using the BPS's sense inputs



## Security and access



[1] Disable the BPS's ground fault jumper (JP3)



LIFE SAFETY & INCIDENT MANAGEMENT

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Web: [Edwards-fire.com](http://Edwards-fire.com)

EDWARDS is a UTC brand.  
1016 Corporate Park Drive  
Mebane, NC 27302

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## Specifications

Model	6.5 amp Booster	10 amp Booster
AC Line Voltage	120VAC or 220-240VAC 50/60Hz 390 watts	120VAC or 220-240VAC 50/60Hz 580 watts
Notification Appliance Circuit Ratings	3.0A max. per circuit @ 24Vdc nominal 6.5A max total all NACs	3.0A max. per circuit @ 24Vdc nominal 10A max total all NACs
Trouble Relay	2 Amps @ 30Vdc	
Auxiliary Outputs	Four configurable outputs replace NACs 1, 2, 3 or 4. as auxiliary outputs and 200 mA dedicated auxiliary. (See note 2.)	
Input Current (from an existing NAC)	3mA @ 12Vdc, 6mA @ 24Vdc	
Booster Internal Supervisory Current	70mA + 35 mA for each circuit set to AUX	
Booster Internal Alarm Current	270mA	
Signature Mounting Space	Accommodates three two-gang modules.	
Maximum Battery Size	10 Amp Hours (2 of 12V10A) in cabinet up to 24 Amp hours with ex- ternal battery cabinet for fire and security applications; up to 65 Amp hours for access control applications in external battery box.	
Terminal Wire Gauge	18-12 AWG	
Relative Humidity	0 to 93% non condensing @ 32°C	
Temperature Rating	32° to 120°F (0° to 49°C)	
NAC Wiring Styles	Class A or Class B	
Output Signal Rates	Continuous, California rate, 3-3-3 temporal, or follow installed panel's NAC. (See note 1.)	
Ground Fault Detection	Enable or Disable via jumper	
Agency Listings	UL, ULC, CSFM	

1. Model BPS\*CAA provides selection for California rate, in place of temporal.
2. Maximum of 8 Amps can be used for auxiliary output.

## Ordering Information

Catalog Number	Description	Shipping Wt. lb (kg)
BPS6A	6.5 Amp Booster Power Supply	13 (5.9)
BPS6AC	6.5 Amp Booster Power Supply (ULC)	13 (5.9)
BPS6A/230	6.5 Amp Booster Power Supply (220V)	13 (5.9)
BPS6CAA	6.5 Amp Booster Power Supply with California rate	13 (5.9)
BPS10A	10 Amp Booster Power Supply	13 (5.9)
BPS10AC	10 Amp Booster Power Supply (ULC)	13 (5.9)
BPS10A/230	10 Amp Booster Power Supply (220V)	13 (5.9)
BPS10CAA	10 Amp Booster Power Supply with California rate	13 (5.9)

1. Requires installation of separate battery cabinet.
2. BPS supports batteries greater than 24 Amp hours for access control applications only.
3. For earthquake anchorage, including detailed mounting weights and center of gravity detail, refer to Seismic Application Guide 3101676. Approval of panel anchorage to site structure may require local AHJ, structural or civil engineer review.

### Related Equipment

12V6A5	7.2 Amp Hour Battery, two required	3.4 (1.6)
12V10A	10 Amp Hour Battery, two required	9.5 (4.3)
3-TAMP	Tamper switch	
BC-1EQ	Seismic Kit for BC-1. Order BC-1 separately. See note 3.	
BPSEQ	Seismic kit for BPS6A or BPS10 Booster Power Supplies. See note 3	
BC-1	Battery Cabinet (up to 2 - 40 Amp Hour Batteries)	58 (26.4)
BC-2	Battery Cabinet (up to 2 - 17 Amp Hour Batteries)	19 (8.6)
12V17A	18 Amp Hour Battery, two required (see note 1)	13 (5.9)
12V24A	24 Amp Hour Battery, two required (see note 1)	20 (9.07)
12V40A	40 Amp Hour Battery, two required (see notes 1, 2)	32 (14.5)
12V50A	50 Amp Hour Battery, two required (see notes 1, 2)	40 (18.14)
12V65A	65 Amp Hour Battery, two required (see notes 1, 2)	49 (22.2)



LIFE SAFETY &amp; INCIDENT MANAGEMENT

# Outdoor Rated Speakers and Strobes

## Genesis WG4 Series



### Overview

Genesis WG4 Series speakers and speaker-strobe appliances are among the most versatile emergency appliances of their kind. Rated for indoor or outdoor use, they are suitable for a wide range of wet and harsh environments with a listed operating temperature range of as low as -31°F to as high as 151°F (-35°C to 66°C).

Field-configurable light and sound output settings add to their on-site flexibility, while optional FIRE or ALERT markings and colored lenses make them ideal for either emergency communications/mass notification (ECS/MNS) or fire alarm applications.

These appliances are suitable for indoor and outdoor applications, and are ideal for challenging conditions such as parking garages and process areas. They are listed for mounting on the ceiling or the wall, and thanks to an ingenious full backplane sealing gasket, can be installed to recessed (in-the-pour/block) electrical boxes. WG4 signals also mount to suitable surface boxes served by raceways. Optional color-matched trim skirts provide a clean, finished appearance. All appliance wiring is accomplished room-side for easy installation.

WG4 Series appliances feature highly intelligible and efficient mylar-cone loudspeakers. These are dual-voltage (25.2V or 70.7V), and have field-selectable output taps ranging from 80.8 dBA to 90.0 dBA. The multi-candela strobes are available with clear or amber lenses and in two output categories – standard and high-output. They are precision-timed to meet UL 1971 synchronization standards, and field-configurable for one of four candela intensities. Wattage and candela settings are viewable even after installation through an innovative sealed viewport display.

### Standard Features

- Outdoor and indoor rated
- Low-profile design
- Wall or ceiling mount
- Room-side wiring accepts 18 to 12 AWG (0.75 to 2.5 mm<sup>2</sup>)
- Wide operating temperature range
- Field-selectable speaker wattage, voltage, and strobe candela settings
- Field-configurable temporal strobe output option
- Clear and amber lenses available
- Fully-compatible with Genesis synchronization protocols
- Standard and high-output strobe intensities
- Speaker only and Speaker/Strobe appliance options

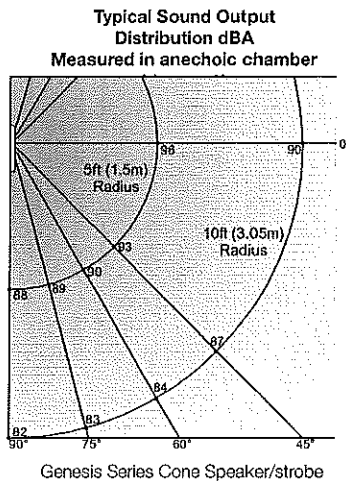


## Application

### Speaker Application

The suggested sound pressure level for each signaling zone used with alert or alarm signals is a minimum of 15 dB above the average ambient sound level or 5 dB above the maximum sound level having a duration of at least 60 seconds, whichever is greater. This is measured 5 feet (1.5 m) above the floor.

Doubling the distance from the signal to the ear will theoretically cause a 6dB reduction in the received sound pressure level. The actual effect depends on the acoustic properties of materials in the space. Doubling the power output of a device (e.g.: a speaker from 1W to 2W) will increase the sound pressure level by 3dBA.

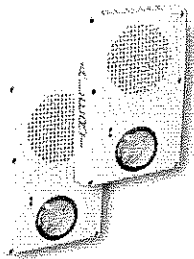


### Strobe Application

Genesis clear-lensed strobes are UL 1971-listed for use indoors as wall- or ceiling-mounted public-mode notification appliances for the hearing impaired, and UL 1638-listed for outdoor applications. Prevailing codes require strobes to be used where ambient noise conditions exceed specified levels, where occupants use hearing protection, and in areas of public accommodation. UL 1638-listed colored lens strobe lights are available for ECS/MNS and outdoor applications.

Visible appliance synchronization is required to avoid causing issues with people who have Photosensitive Epilepsy (PSE). Notification appliance synchronization is also generally required when more than one strobe appliance are in the same field of view from any one location. All Genesis strobes meet UL synchronization requirements (within 10 milliseconds over a two-hour period) when used with a synchronization source.

### ECS/MNS Application

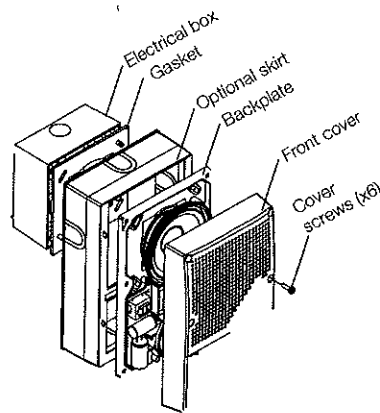


Genesis ECS/MNS appliances bring the same high-performance life safety features and unobtrusive design to mass notification applications. Standard models are available with clear or amber lenses and optional ALERT housing labels, they are ideal for applications that require differentiation between life safety and mass notification alerts. Appliances with red, green or blue lenses are also available. Contact EDWARDS Customer Service for details.

**WARNING:** These devices will not operate without electrical power. As fires frequently cause power interruptions, we suggest you discuss further safeguards with your local fire protection specialist.

EDWARDS recommends that these devices always be installed in accordance with the latest recognized edition of national and local codes. Refer to the appropriate codes and standards for mounting height information.

## Installation and Mounting



WG4 signals are rated for outdoor use and are suitable for indoor or outdoor applications on walls or ceilings. For surface-mounting in outdoor or wet applications, appliances must be mounted to an EDWARDS 449 electrical box. In dry conditions, they are compatible with standard 4-inch by 1½-inch deep electrical boxes. When using the optional

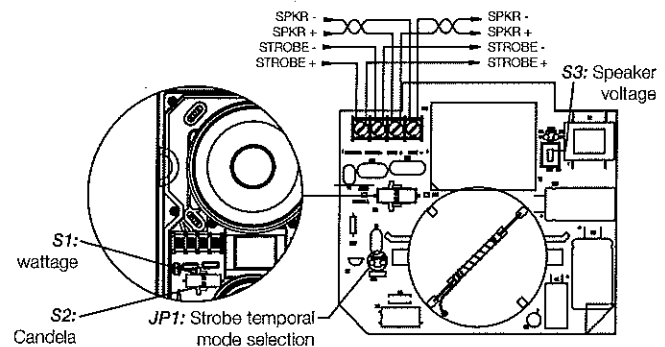
WG4WTS or WG4RTS trim skirt, a 449 or 2-1/8" deep box must be used.

The Genesis WG4 Speaker-Strobe may be wall- or ceiling-mounted, and may be placed in one of four positions: strobe above, strobe below, and strobe to either side. The shallow depth of Genesis devices leaves room behind the appliance for extra wiring.

### Field Configuration

Genesis WG4 speakers may be set to 70- or 25-Volt operation, and for ¼, ½, 1, or 2 watt operation. The wattage setting (represented by the letters Z, Y, X, and T) is changed by removing the cover and simply sliding the S1 switch until the desired setting appears. The setting remains visible through a small window on the front of the device after the cover is installed. The voltage setting (70V or 25V) is toggled at S3. This setting is not visible after the cover is replaced.

Genesis WG4 speaker-strobes also feature selectable candela output. The actual light output for a given selection depends on the color of the strobe lens and whether it is a high output model or a standard output model. Refer to the specification tables for corresponding settings. The candela setting (represented by the letters D, C, B, and A) is changed by removing the cover and simply sliding the S2 switch until the desired setting appears. The setting remains visible through a small window on the front of the device after the cover is installed.



Genesis speaker-strobes may also be configured for temporal flash. This power-saving feature is intended for private mode signaling only. To set the device for temporal flash, snip the jumper at JP1.

# Specifications

Operating voltage	
Speaker	25 VRMS or 70 VRMS, switch selectable
Default	70 VRMS
Strobe	24 VDC, 24 VFWR nominal
Supervisory voltage	
	30 V max.
Speaker response	
	400 to 4,000 Hz
Wire size	
	12 to 18 AWG (0.75 to 2.50 mm <sup>2</sup> )
Compatible strobe synchronization sources	
	SIGA-CC1S, SIGA-MCC1S, SIGA-CC2A, SIGA-MCC2A, G1M-RM, BPS6A, BPS10A, APS6A, APS10A, 3X-SFS1, IO64, IO500, Fireshield Plus 3, 5 and 10 zone.
Compatible electrical boxes	
	Wet: Model 449 (WG4 trim skirt recommended) Dry: 4" square by 1-1/2" deep box when used without a trim skirt. When trim skirt is used, box must be 4" square by 2-1/8" deep.

Operating environment	
Temperature	-31 to 151 °F (-35 to 66 °C)
Relative humidity	0 to 95% noncondensing

## Sound level output (dBA)

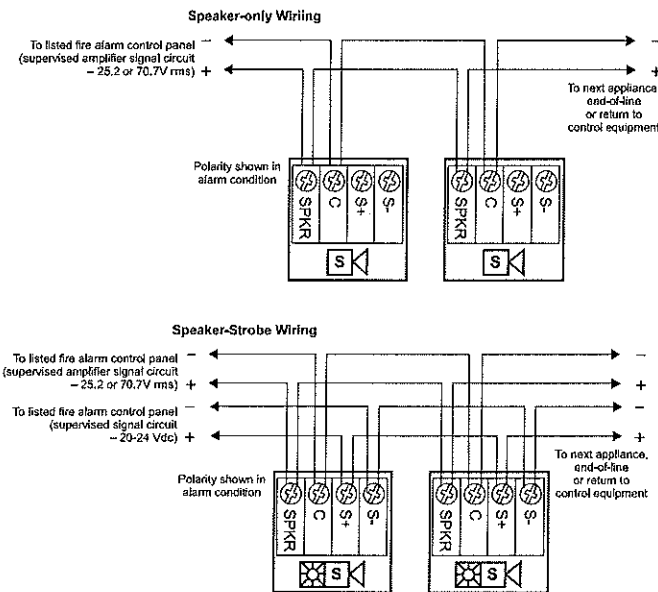
Wattage	Switch Position	25 V	70 V
2 W	T	90.0	89.7
1 W	X	87.1	86.9
1/2 W	Y	84.0	83.9
1/4 W	Z	80.8	80.8

dBA = Decibels, A-weighted.

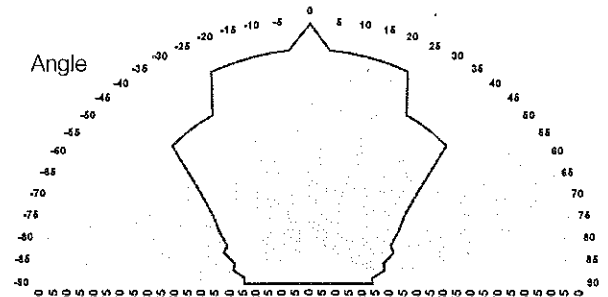
UL 1480: Sound level output at 10 ft. (3.05 m) measured in a reverberant room using 400 to 4,000 Hz band-limited pink noise.

## Wiring

Field wiring is connected to Genesis signals with terminals that accommodate #18 to #12 AWG (0.75 mm<sup>2</sup> to 2.5 mm<sup>2</sup>) wiring.



## Light output



UL off-axis candela requirements as a percent of the UL rated output

Indoor rating per UL 1971 (candela)		Strobe Switch Position				
		A	B	C	D	
Standard Output Models (-SVMx)	Lens Clear	87	70	29	15	
	Color Amber*	62	59	25	13	
	Current	VDC	319	167	144	106
		FWR	386	347	178	120
High Output Models (-SVMHx)	Lens Clear	161	147	123	102	
	Color Amber*	130	125	101	84	
	Current	VDC	495	494	390	324
		FWR	646	607	487	412

\* UL 1971 Equivalent candela value

Outdoor rating per UL 1638 (candela)		Strobe Switch Position				
		A	B	C	D	
Standard Output Models (-SVMx)	Lens Clear	35	28	12	6	
	Color Amber*	25	24	10	5	
	Current	VDC	319	167	144	106
		FWR	386	347	178	120
High Output Models (-SVMHx)	Lens Clear	65	60	50	41	
	Color Amber*	52	51	41	34	
	Current	VDC	495	494	390	324
		FWR	646	607	487	412

\* UL 1971 Equivalent candela value



LIFE SAFETY & INCIDENT MANAGEMENT

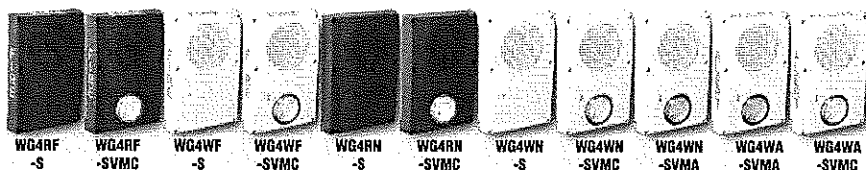
Contact us...

Email: [edwards.fire@fs.utc.com](mailto:edwards.fire@fs.utc.com)  
 Web: [Edwards-fire.com](http://Edwards-fire.com)

EDWARDS is a UTC brand.  
 1016 Corporate Park Drive  
 Mebane, NC 27302

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## Ordering Information



All speakers include field-selectable ¼, ½, 1, or 2 watt taps and selectable 25V or 70V operation.

Model	Housing	Marking	Lens	Strobe Output*	Ship Wt.
<b>Life safety Appliances</b>					
WG4RF-SVMC	Red	FIRE	Clear	Selectable standard output 15/29/70/87 cd	1.5 lbs. (0.68 kg)
WG4WF-SVMC	White				
WG4RN-SVMC	Red	None			
WG4WN-SVMC	White				
WG4RF-SVMHC	Red	FIRE	Selectable high output 102/123/147/161 cd		
WG4WF-SVMHC	White	None			
WG4RN-SVMHC	Red		None		
WG4WN-SVMHC	White	Speaker Only			
WG4RF-S	Red		FIRE		
WG4WF-S	White				
WG4RN-S	Red		None		
WG4WN-S	White				

### ECS/MNS Appliances

WG4WA-SVMA	White	ALERT	Amber	Selectable standard output 13/25/59/62 cd	1.5 lbs. (0.68 kg)
WG4WN-SVMA		None			
WG4WA-SVMC		ALERT	Clear	15/29/70/87 cd	
WG4WA-SVMHA		None	Amber	Selectable high output 84/101/125/130 cd	
WG4WN-SVMHA					
WG4WN-SVMHC		Clear	Clear	Selectable high output 102/123/147/161 cd	
WG4WA-SVMHC					
WG4WA-S		ALERT	Speaker Only		

\* See light output tables for more specific strobe values.

### Accessories

WG4WTS	Surface Skirt for Genesis WG4 appliance family, white.
WG4RTS	Surface Skirt for Genesis WG4 appliance family, red.
WG4GSKT	Replacement Mounting Gasket
74347U	Surface mount box, outdoor rated

Project: Fire Rated Door Replacement And Fire Alarm Audio Notification System Upgrades And Signage For The Parish Court/Church Housing Of Fairfield

**Minimum Rates and Classifications  
for Residential Construction**

ID#: R 24660

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

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:** 2018-64

**Project Town:** Fairfield

**FAP#:**

**State Number:**

Project: Fire Rated Door Replacement And Fire Alarm Audio Notification System Upgrades And Signage For The Parish Court/Church Housing Of Fairfield

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
Roofers: Slate & Tile	39.50	16.50 + a
Sprinkler Fitters (Fire Sprinklers) (Trade License required: F-1,2,3,4)	43.92	15.84 + a
Cement Masons/Concrete Finisher and Tile Setter	17.89	
Power Equipment Operator: Backhoe/Excavator 2 Cubic Yards and Over	37.23	23.05 + a
Power Equipment Operator: Bulldozer Fine Grade	36.49	23.05 + a
Power Equipment Operator: Combination Hoe and Loader	35.51	23.05 + a

**As of: Tuesday, April 10, 2018**

Project: Fire Rated Door Replacement And Fire Alarm Audio Notification System Upgrades And Signage For The Parish Court/Church Housing Of Fairfield

Power Equipment Operator: Loader (3 cubic yards up to 7 cubic yards)	35.20	23.05 + a
Power Equipment Operator: Loader (7 cubic yards or over)	37.55	23.05 + a
Power Equipment Operator: Backhoe/Excavator under 2 cubic yards; Rubber Tire Backhoe/Excavator	36.49	23.05 + a
Power Equipment Operator: Bulldozer (Rough Grade Dozer)	35.20	23.05 + a
Power Equipment Operator: Loader (under 3 cubic yards)	34.03	23.05 + a
Sheet Metal Mechanics (Including HVAC Duct Installation) (Trade License required: SM-1,2,3,4,5,6)	30.28	21.47
Carpenters, Lathers, Resilient Floorlayers and Piledrivers	32.60	25.34
Electricians (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2, V-1,2,7,8,9)	38.27	25.00+3% of gross wage
Glazier	36.28	20.45 + a
Painter: Brush/Roller	32.72	20.45

As of: Tuesday, April 10, 2018

Project: Fire Rated Door Replacement And Fire Alarm Audio Notification System Upgrades And  
Signage For The Parish Court/Church Housing Of Fairfield

Laborers: Common or General 13.13 4.24

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Laborers: Landscape, Asbestos/Toxic Waste Removal, Lead Removal and  
Encapsulation 14.96 4.63

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Plumber/Pipefitter (Including HVAC Pipe Installation) 41.62 30.36

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**Project: Fire Rated Door Replacement And Fire Alarm Audio Notification System Upgrades And Signage For The Parish Court/Church Housing Of Fairfield**

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

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

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

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**As of: Tuesday, April 10, 2018**

Project: Fire Rated Door Replacement And Fire Alarm Audio Notification System Upgrades And Signage For The Parish Court/Church Housing Of Fairfield

*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 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)

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

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

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

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

**As of: Tuesday, April 10, 2018**





Opportunity \* Guidance \* Support



**THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

**PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

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

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

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

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

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

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

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

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

## Informational Bulletin

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

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

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

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

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

November 29, 2006

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

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

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

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

**Forklift Operator:**

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

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

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

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

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






**CONNECTICUT DEPARTMENT OF LABOR**

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**STATUTE 31-55a**

 [print Statute 31-55a](#) (PDF, 383KB)

**- SPECIAL NOTICE -**

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

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

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

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

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

[Workplace Laws](#)

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**STATUTE 31-55a**

**- SPECIAL NOTICE -**

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

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

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

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

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



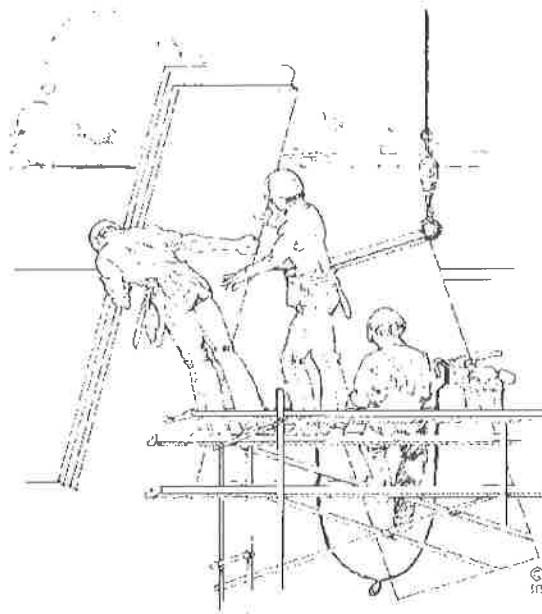
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

*CONTRACTING AGENCY CERTIFICATION FORM*

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

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

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

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

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

*CONTRACTOR INFORMATION*

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

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

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signed

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

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

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

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







CONNECTICUT DEPARTMENT OF LABOR

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- [Labor Market Information](#)
- [Directions/Office Information](#)

**CERTIFIED PAYROLL FORM WWS - CPI**

- Employee Complaint Forms**
  - Employer Forms**
  - Manuals and Publications**
  - Prevailing Wages**
  - Standard Wage Rates**
  - Workplace Standards**
  - Employment of Minors**
  - FMLA**
  - Joint Enforcement**
  - Commission For Worker Misclassification (JEC)**
  - Stop Work Orders**
  - Contact Us**
- In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.
- Note:** Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.
- Note2:** Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.
- Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!**
- [Certified Payroll Form WWS-CPI \(PDF, 727KB\)](#)
  - [Sample Completed Form \(PDF, 101KB\)](#)

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[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS													Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109								
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.													WEEKLY PAYROLL								
CONTRACTOR NAME AND ADDRESS:						SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER									
PAYROLL NUMBER		Week-Ending Date	PROJECT NAME & ADDRESS						POLICY #		EFFECTIVE DATE:		EXPIRATION DATE:								
PERSON/WORKER, ADDRESS and SECTION	APPR RATE	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER			
			Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY							Total	TOTAL FRINGE BENEFIT PLAN CASH									
												\$	1. \$								
												\$	2. \$								
												\$	3. \$								
												\$	4. \$								
												\$	5. \$								
												\$	6. \$								
												\$	1. \$								
												\$	2. \$								
												\$	3. \$								
												\$	4. \$								
												\$	5. \$								
												\$	6. \$								

OSHA 10 - ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_  
2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_  
3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Submitted on (Date)

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***



[New] In accordance with Section 31-53b(a) of the C.G.S., each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS															Connecticut Department of Labor Wage and Workplace Standards Division 200 Polly Brook Blvd. Wethersfield, CT 06109						
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.															WEEKLY PAYROLL						
CONTRACTOR NAME AND ADDRESS Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKERS COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # 2BACR88892R EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09						
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS																			
1	9/28/09	DOT 105-296, Route B2																			
PERSON/WORKER ADDRESS and SECTION	APPR. RATE	MALE/FEMALE AND RACE	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	Total O/T Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour (through 6 (see back))	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S						FEDERAL	STATE	LIST OTHER			
				HOURS WORKED EACH DAY																	
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Liceman E-1 1234567 OSHA 123456	8	8	8	8	8			40	S-TIME \$ 30.75 Base Rate	1. \$ 8.00 2. \$ 3. \$ 2.01	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx	
											O-TIME \$ 8.82 Cash Fringe	4. \$ 5. \$ 6. \$									
Ronald Jones 212 Elm Street Norwich, CT 06360	85%	M/B	Electrical Apprentice OSHA 234567	8	8	8	8	8			40	S-TIME \$ 19.99 Base Rate	1. \$ 2. \$ 3. \$	\$1,484.80	xxx.xx	xxx.xx	xx.xx	G-xxx	\$1,484.80	#124 \$xxx.xx	
											O-TIME \$ 16.63 Cash Fringe	4. \$ 5. \$ 6. \$									
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					8	S-TIME \$ Base Rate	1. \$ 2. \$ 3. \$	\$1,500.00	xxx.xx	xx.xx	xx.xx	M-xxx.x	\$1,500.00	#125 xxx.xx	
											O-TIME \$ Cash Fringe	4. \$ 5. \$ 6. \$									
											S-TIME \$ Base Rate	1. \$ 2. \$ 3. \$									
											O-TIME \$ Cash Fringe	4. \$ 5. \$ 6. \$									

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL





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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

**Ironworkers**

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

**Laborers (Tunnel Construction)**

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

**Roofers**

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

**Sprinkler Fitters**

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

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

## Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**(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.



**PAYROLL**

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1215-0149 Expires: 03/31/2006
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_ (Contractor or Subcontractor); that during the payroll period commencing on the \_\_\_\_\_ (Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.