

**CITY OF NEW BRITAIN
PUBLIC BID NO. 3954**

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

Bid No. 3954
Issued: June 29, 2018
Page 1 of 55 Pages

Date Submitted _____

Delivery: _____ days after receipt of order

Terms: Cash Discount _____ % 30 Days

Net Cash _____ Days

Bidder _____

Street _____

City _____ ST _____ Zip _____

Signature _____ Title _____

(Printed name of signer)

Bidder's Telephone Number _____

Bidder's Email Address _____

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

Prices Quoted Must be F.O.B. Various City Streets within New Britain, CT

Date of Bid Opening July 26, 2018 Time 11:00 AM

Delivery Required _____ Jack Pieper
Purchasing Agent

Amount of Bid Bond 10%

I.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	PRICING
	<p align="center">TRENCH REPAIR PROGRAM 2018</p> <p align="center">****PLEASE SUBMIT BIDS IN DUPLICATE****</p> <p>Duration of the Bid Price (How long will bid price be held for) Number of Days: <u>1 Year</u></p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <ol style="list-style-type: none"> Form Pur. 1 (Request for Quotation) Pg. 1 Non-Collusive, Pg. 22. Compliance with City Wage Ordinance 2-626, Pg. 23-24. Notice to Prospective Bidders, Pg. 25-26. W 9, Pg. 29. A 10% Bid Bond is required for all goods or services that are \$25,000.00 or greater. Pg. 27-28 Pricing for standard permanent pavement repair Pg. 21 <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>	<p align="center">Pricing to be completed on Pg. 21</p>

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

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

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.

10. Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) per cent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located with in the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars (\$1,000,000.) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city -based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than two (2) percent higher than the lowest bid, provided such city-bases bidder agrees to accept the award of the bid at the lowest bid amount.

11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.

12. Section 2-592, All formal bids shall, whenever possible, be based on at least three (3) competitive bids and shall be awarded to the lowest responsible bidder. If three (3) competitive bids are not received, the City reserves the right to reject any and all bids received and not to award the bid and to go back out to bid to obtain three (3) competitive bids.

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

CITY OF NEW BRITAIN
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14. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.

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

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

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

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

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

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

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

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

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

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

INVITATION FOR BID

The CITY OF NEW BRITAIN, acting through the City Purchasing Agent, will receive bids for **Annual Trench Repair Program – 2018, Bid No. 3954, until 11 a.m. on the 26th day of July, 2018**, at the Office of the Purchasing Department, Room 401 - City Hall, 27 West Main Street, New Britain, CT. 06051, at which time all bids will be publicly opened and read aloud.

The scope of work generally consists of the permanent repair of utility trenches on city streets in the City of New Britain. Contract is for one year.

The Bid Documents may be obtained on the City of New Britain's website <http://bids.newbritainct.gov> or the State of Connecticut's DAS website.

Questions regarding technical specifications may be directed to Michael J. Caruso III, L.S., City Surveyor, (860) 826 – 3376.

The City reserves the right to accept or reject any or all bids or any part of a bid presented, or to invite proposals as its interest may appear.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, sex, religions, color or national origin. The Contractor must adhere to the New Britain Code of Ordinances, Section 2-265 to 2-268

An "affidavit" of non-collusion shall be included in the Bid Documents, and must be completed by the prospective bidder and returned with the bid. Failure to return an executed non-collusion affidavit with a proposal may result in the subsequent rejection of subject bid.

The Bidder shall be aware that the selection of a Contractor will be partially based on the Statement of Bidder's Qualifications.

There will be no pre-bid conference for this bid.

State Prevailing Wage Rates shall be complied with on all assignments and work under this contract.

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

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

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

JACK PIEPER
PURCHASING AGENT

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

INSTRUCTION TO BIDDERS:

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications may be directed to Michael J. Caruso, III City Surveyor, New Britain Public Works Department, (860) 826-3376.
5. Vendor insurance requirements are as follows:
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

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

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

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

Workers' Compensation and WC Statutory Limits

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

Original, completed Certificates of Insurance must be presented to the Acting Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

The Vendor shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide. The Vendor shall name the City as Additional Insured on all insurance policies, except Workers Compensation and to provide a Waiver of Subrogation on all policies.

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

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

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

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

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

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

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

13. Submission of a bid in response to this solicitation indicates that the Contractor understands and agrees to the terms of this section. Contractor shall comply with City of New Britain Code of Ordinances, Section 2-625 to Section 2-628, provisions following, and shall be applicable to this bid:

Sec. 2-625. Definitions

For the purposes of this division, the following definitions shall apply:

- (a) "Building, property equipment or maintenance services" includes any janitorial, cleaning, maintenance or related service.
- (b) "Contractor" means any provider of food, clerical, transportation, securing building, property, equipment or maintenance services whose rate of reimbursement or compensation is determined by a service contract with the City or any City agent, including (1) building, property or equipment service companies, (2) management companies providing property management services, (3) companies providing food preparation or service, or both, (4) companies providing transportation services, (5) companies providing clerical services and (6) companies providing security services.
- (c) "Effective wage" means, for a worker not paid on an hourly basis, his/her income from the employer in question for the most recent full pay period divided by the number of hours he/she worked during that pay period.
- (d) "Employer: means any person, organization or other entity that uses or received money from or through the City, and shall include the City.
- (e) "Food services" means the services of a contractor involving the regular provision of food at a City owned facility under a contract with the City. Only contracts of greater than twenty-five thousand dollars (\$25,000.00) may be considered "food service".
- (f) "Living wage" means the poverty guideline for a family of four (4) most recently published by the U.S. Department of Health and Human Services, divided by 1,763. (This wage level allows a full-time worker to earn 118% of the poverty guideline.)
- (g) "Local job agency" means any nonprofit organization based in or with an office in the City of New Britain, which maintains a list of residents of the City of New Britain, who within the three (3) months previous, have declared their need for employment.

- (h) "Lowest paid worker" means the employee of a contractor performing work under a service contract with the City who receives the lowest hourly pay of all the employees of said contractor doing work under said contract, considering both the wages of wage employees and the effective wages of non-wage employees.
- (i) The "lowest pay" means the wage or effective wage of the contractor's lowest paid worker.
- (j) "Pay period" means the period of time worked by an employee for which he/she is paid in a single paycheck.
- (k) "Paycheck" shall mean any regular disbursement of funds to an employee by an employer for work performed.
- (l) "Service Contract" means a contract or agreement between a business and the City or any City agent for the provision of food, clerical, transportation, building, property, equipment or maintenance services by the business. Construction contracts shall not be deemed contracts. Contracts for services to be performed for a duration of five (5) or fewer or on an "as-needed" basis shall not be deemed service contracts.
- (m) "Worker" or "employee" means a natural person who performs services for an employer for whom the employer is required to withhold income taxes pursuant to the Federal Internal Code.**

Sec. 2-626. Applicability

Notwithstanding any other provision of this Code of Ordinances and in addition to the requirements of Section 2-569 of said Code, no bid for an amount in excess of twenty-five thousand dollars (\$25,000.00) shall be accepted pursuant to Division 3 of Article VIII of Chapter 2 of said Code without being accompanied by an affidavit, signed by the owner or an officer of the company under the pains and penalties of perjury, attesting that:

- (a) The Contractor agrees that, should need arise for the Contractor to hire workers within three (3) months of the purchase in question for work to be performed within ten (10) miles of the boundaries of New Britain, the Contractor shall mail to each local job agency a notice of the job opening(s) at least two (2) business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application and manner by which one may apply for such employment, including any application form(s) that may be used. The Contractor shall also agree to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.
- (b) The Contractor agrees to inform employees who might be eligible of their possible right to the Federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing

them about the EIC and forms required to secure advance EIC payments from the employer.

- (c) The Contractor agrees to be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the Contractor be withheld by or returned to the City in the event a violation is found.

Sec. 2-627. Requirements

Notwithstanding any other provisions of this Code of Ordinances, all service contracts in excess of twenty-five thousand dollars (\$25,000.00) entered into by the City shall include:

- (a) Requirement that the Contractor maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the service contract.
- (b) A requirement that the contractor agrees to inform employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.
- (c) A requirement that, should need arise for the Contractor to hire workers to carry out the terms of the contract in question or for any other activities to occur or commence during the period of the contract in question within ten miles of the boundaries of New Britain, the Contractor shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. The Contractor shall also agree to give first preferences to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.
- (d) A requirement that the Contractor be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the contractor be withheld by or returned to the City in the event a violation is found.

Sec. 2-628. Keeping of Records

- (a) Each local agency shall maintain a list which shall include the names, addresses, telephone numbers and job skills of persons declaring their need for employment and shall also note the last date each such person declared to the local job agency his or her need for employment. No name shall be maintained on such list for more than three months after the last date the seeking employment declared his or her need for employment.
- (b) The City Purchasing Agent shall keep an updated list of all nonprofit agencies opting to act as local job agencies, including their names, addresses and telephone numbers. This list shall be

made available to any company required to utilize it to comply with the Code of Ordinances and to other business or organization seeking to hire workers.

14. All Bidders must complete the W9, Non Collusive Affidavit of Bidders, Affidavit for Compliance with Section 2-626 of the City Code of Ordinances and the Notice To Prospective Bidders Certification Required forms, with are attached, and submit them with their bid documents in order for their bids to be considered. Bidders shall certify that neither they nor any business or corporation fully or partially owned by the Bidders are not delinquent on the payment of City property taxes or fees. The Non Collusive Affidavit and Affidavit for Compliance with Section 2-626 of the City Code of Ordinances must be also be signed and notarized by an official State Notary and the Notary's seal placed on it. If the required forms are not completed the City reserves the right to reject the submitted bid. A 10% Bid Bond must be submitted with the submittals. A Performance and Materials Bond and Certificate of Insurance will be required from the company awarded the bid.

15. Bid documents for this project shall also include the following documents:
(a) New Britain "Standard Specifications For Municipal Construction".
(b) CONNDOT Form 817 including latest supplement.

16. Wage Rates

Attention of the bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates as set forth by the State of Connecticut which are included in this Bid Document. State of Connecticut Wage Rates do apply to this project.

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

17. **Awarding the Bid:** The City reserves the right to accept or reject any or all bids and to withdraw this invitation to bid at any time before or after the bids are opened. The City at its discretion has the option to award each street separately to the lowest responsible bidder(s). That bidder is the firm who is qualified and competent to do the work, whose past performance is satisfactory to the City and whose bid documents comply with the procedural requirements stated herein.

18. **Bonds: A Bid Bond of 10% is required to be submitted by the bidder with the bid. Performance and Material Bonds along with a Certificate of Insurance is required from the Bidder awarded the bid.**

19. At the time of the bid opening, each bidder is presumed to have read and is thoroughly familiar with all bid documents, and received any addenda issued. Failure or omission of the bidder to receive or examine any documents or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid that they submitted.

20. **Calendar Days and Liquidated Damages:** The Contractor shall agree to complete the work within **90 days** from receipt of the Notice to Proceed. The date of completion shall be known as the "Date of Substantial Completion" when all construction is sufficiently complete in accordance with the Contract Documents, so the owner can occupy or utilize the work or designated portion thereof for the

use which it is intended, and the work is properly finished to provide the appearance intended, and the Certificate of Completion is issued by the Owner to the Contractor.

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

Where actual damages for any delay in substantial completion of a Phase are impossible to determine by reason of the Owner's election not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for, and shall pay to the Owner, the sum of *Five Hundred Dollars (\$500.00), as fixed, agreed, and liquidated damages for each calendar day of such delay until the work is substantially completed and accepted.

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTOR – CITY OF NEW BRITAIN DISCLAIMER

City of New Britain bidding and other information and documents which are obtained through the Internet, World Wide Web Sites or other sources are not to be construed to be official information for the purposes of bidding or conducting other business with the City.

It is the responsibility of each bidder and all other interested parties to obtain all bidding related information and documents from official sources with the City.

Persons and/or entities which reproduce and/or make such information available by any means are not authorized by the City to do so and may be liable for claims resulting from the dissemination of unofficial, incomplete and/or inaccurate information.

NOTICE TO CONTRACTOR – PROTECTION OF UNDERGROUND UTILITIES

The Contractor is hereby instructed to follow established “Call Before You Dig” procedures.

The Contractor is hereby advised that placement of heavy equipment and materials or the traversing of heavy construction equipment over underground utilities which might damage utility shall be reviewed and approved by the Engineer.

The Contractor shall consider in his bid any inconvenience and work required for this condition. The work to repair or replace any damage caused by the Contractor’s operations will be made solely at the Contractor’s expense.

NOTICE TO CONTRACTOR – SAFEGUARDING OF RESIDENCES AND PEDESTRIANS

The Contractor shall maintain and protect traffic operations at all driveways and provide adequate sightline. The Contractor shall not restrict sightline with construction equipment when not actively working. The Contractor shall provide and maintain safe pedestrian operation on existing sidewalk or temporary bituminous walks at all times during and after construction hours. The Contractor shall provide adequate protection between work area and pedestrian sidewalk activities as directed by the Engineer.

NOTICE TO CONTRACTOR – PAYMENT FOR ASSIGNMENT

Payment of Standard Permanent Pavement Repair will be based on the SQ. FT. measurements listed in the NOTICE TO CONTRACTOR – UTILITY CUTS TO BE REPAIRED.

NOTICE TO CONTRACTOR – GUARANTEE

The contractor shall guarantee quality and workmanship of all materials used and work performed under this Bid for a period of one (1) year following the Certificate of Completion for the subject work. Any failure or marked degradation of the quality of any component of the work that cannot be predominantly attributed to the source or event outside said quality and workmanship shall be promptly repaired/restored/ replaced by the contractor to a condition equivalent to new at no cost to the City.

NOTICE TO CONTRACTORS – UTILITY CUTS TO BE REPAIRED

*Area includes 12” cut back required

House #	Street	Trench Size	*Area Sq. Ft.
289	ALLEN ST	6'x5'	30
521	ALLEN ST	7'x10'	70
	Alton Brooks Way	4 - 4'x4'	64
70	ANDREWS ST	10'x15'	150
27	ANISE ST	7'x10'	70
100	ARCH ST	13'x4.5'	58.5
511	ARLINGTON ST	2-4'x4'	32
143	BARBOUR RD	4.5'x7.5' and 8.5'x6'	84.75
45	BATTERSON DR	4'x4'	16
152	BAY AVE	8.5'x5' and 8'x4'	74.5
140	BAY AVE	8.5'x5' and 5.5'x8'	86.5
22	BEATTY ST	5'x5'	25
34	BEATTY ST	12'x10' and 6.6'x8.6'	176.8
123	BELDEN ST	9.5' x6.5' and 4'x4'	77.7
69	BELDEN ST	4'x4' on Goodwin St	16
54	BELRIDGE RD	4'x4'	16
156	BELRIDGE RD	4'x4'	16
133	BLACK ROCK AVE	10'x7'	70
146	BLACK ROCK AVE	4'x4'	16
177	BLODGETT ROY DR	4'x4'	16
20	BROOK ST	8.8'x6' and 7.5'x4.5'	86.6
48	BROOK ST	4'x4'	16
70	BROOK ST	4'x4'	16
79	BROOK ST	6'x5'	30
24	BUELL ST	5'x4.5'	22.5
52	BUELL ST	5'x4.5'	22.5
71	BUELL ST	4'x4'	16
587	BURRITT ST	2-4'x4' in front of 591 Burritt St	32
607	BURRITT ST	2-4'x4'	32
615	BURRITT ST	4'x4'	16
36	CAMBRIDGE ST	8.5'x6' and 8.5'x4.5'	89.3
21	CAPITOL AVE	4'x4'	16

103	CARLTON ST	4.5'x4'	18
74	CHARLES ST	8'x6' and 8'x4'	80
437	CHESTNUT ST	7'x8'	56
447	CHURCH ST	6'x6'	36
411	CHURCH ST	6'x12' and 5'x9'	117
115	CITY AVE	14.5' x 9'	130.5
222	CLARK ST	6'x5'	30
85	COLUMBIA ST	6'x6'	36
477	COLUMBUS BLVD	8'x11'	88
69	CONNECTICUT AVE	5'x5'	25
55	COOLIDGE ST	9.5'x5 and 9.5'x6'	104.5
55	COOLIDGE ST	5.5'x75'	412.5
40	COURT ST	13'x6'	78
	CURTIS ST	9'x9'	81
	DEAN DR	5'x5'	25
	DEAN DR	10'x7'	70
45	DORSET RD	6'x8'	48
20	EAST MAIN ST	4'x4' on Main St. in front of Taco Bell	16
165	EAST MAIN ST	8'x47' , 54'x6'	700
165	EAST MAIN ST	8'x38' and 25'x16'	704
1146	EAST ST	21'x5'	105
414	EAST ST	11'x4.7', 10'x6' and 6.5'x6.5'	154
425	EAST ST	9'x9' on Pleasant, 10'x26' on East St	341
302	EAST ST	14.5'x12'	174
347	EAST ST	7.5' x13'	97.5
425	EAST ST	13'x10' on Pleasant	130
666	EAST ST	7'x9'	63
425	EAST ST	4'x4'	16
464	EDDY GLOVER BLVD	25'x4.5'	112.5
6	ELBRIDGE RD	2- 5'x6'	60
440	ELLIS ST	8'x13.5' on Collins St.	108
26	ERWIN ST	15'x8'	120
50	FAIRVIEW ST	5'x5'	25
24	FAIRVIEW ST	5'x10'	50
62	FAIRVIEW ST	4'x4'	16
16	FARM CT	8'x6'	48
16	FARM CT	4'x4'	16

10	FARM CT	4'x4'	16
822	FARMINGTON AVE	11.5'x6.5'	74.8
909	FARMINGTON AVE	10'x25'	250
909	FARMINGTON AVE	Sidewalk needs repair	
458	FARMINGTON AVE	8'x6.5' and 8'x4.5'	88
458	FARMINGTON AVE	8.5'x4', 6.5'x6' and 12.5'x6.5'	154.3
29	FOXON PL	6'x8'	48
456	GLEN ST	8'x5' on Brook St.	40
163	GOLD ST	5'x4'	20
139	GOLD ST	4'x4'	16
231	GROVE ST	4'x4'	16
22	HAMILTON ST	11'x5.5'	60.5
22	HAMILTON ST	10'x7.5'	75
22	HAMILTON ST	4'x5'	20
85	HAMPTON ST	5.5'x8'	44
127	HART ST	6'x4.8'	28.8
47	HART ST	13'x8.5'	110.5
21	HART ST	4'x4.5'	18
65	HAYES ST	4'x4'	16
85	HAYES ST	4'x4'	16
91	HAYES ST	4'x4'	16
9	HEATHER LN	5'x8.5'	42.5
70	HIGH ST	5'x5'	25
511	HIGH ST	4'x4'	16
485-487	HIGH ST	2-4'x4'	32
80	HILLHURST AVE	6'x8' and 9'x5'	93
29	HOMESTEAD AVE	5'x5'	25
40	HUTCHINSON ST	12'x13'	156
595	JOHN DOWNEY DR	15.5'x10'	155
555	JOHN DOWNEY DR	7'x14', 8.5'x10.5' and 10'x8'	267.3
64	KENNEDY DR	7'x9.5', 6.5'x9.5' and 13.5'x6'	209.3
300	KENSINGTON AVE	9'x11' on Clinic Dr.	99
21	KERIN DR	36'x5'	180
65	KILBOURNE AVE	10'x7.5'	75
65	KILBOURNE AVE	9'x6' and 11.5'x5.5'	117.3
55	LANDERS AVE	9'x6'	54
102	LASALLE ST	4'x4' and 16.5'x9'	164.5

15	LAUREL RD	11.5'x5'	57.5
29	LEDGECREST AVE	4'x8'and 13'x12' on Long St.	188
245	LEWIS RD	4.5'x8'and7'x13'	127
35	LIBERTY ST	5'x5'	25
73	LINCOLN ST	31.5'x6'	189
73	LINCOLN ST	6'x10'	60
175	LINCOLN ST	4-4'x4'	64
220	LINCOLN ST	10'x11'	110
588	LINCOLN ST	4.5'x10' and5'x11'	100
300	LINCOLN ST	13'x8'	104
100	LINCOLN ST	5'x5'	25
156	LINWOOD ST	20'x6' and 11'x10'	230
302	LINWOOD ST	9'x9.5' and 4-5'x5'	185.5
270	LINWOOD ST	2-5'x5'	50
9	LOUISE CT	5'x9'	45
15	LOUISE CT	27'x8'	216
62	LUCYAN ST	14'x7'	98
47	LYONS ST	4'x4'	16
324	MAPLE ST	13'x9'	117
147	MARKET ST	6'x10'	60
17	MAXINE CT	6'x12.5'	75
85	MIRIAM RD	7'x28'	196
128	MITCHELL ST	9'x6.5'	58.5
600	MYRTLE ST	11'x16' on Curtis St	176
600	MYRTLE ST	12'x11' and 13.5'x10' on Curtis St.	267
	MYRTLE ST BLDG 2	12.5'x6.5'	81.3
13	NASH ST	11.5'x8.5'	97.8
23	NORDEN ST	5'x8'	40
180	NORTH ST	32'x10', 9'x4', 9'x4' (all one trench)	392
180	NORTH ST	8'x8'	64
180	NORTH ST	12'x9'	108
50	OLIVE ST	6.5'x10'	65
99	ORANGE ST	37'x12.5' and 29'x10' all one trench	752.5
471	OSGOOD AVE	10'x6'	60
107	PENDLETON RD	8'x8.5'	68
268	RESERVOIR RD	7'x30'	210
268	RESERVOIR RD	Part of T-17-443	

150	ROCKY HILL AVE	4-4'x4', 5'x5' and 7.5'x8.5'	152.8
276	ROXBURY RD	5'x5'	25
190	ROXBURY RD	9'x4.5' and 9'x5'	85.5
109	RUSSWIN RD	15'x5'	75
20	SAINT CLAIR AVE	5'x5'	25
23	SHEFFIELD ST	10.5'x11'	115.5
1309	SLATER RD	26'x6'	156
1300	SLATER RD	6'x13' and 10.5'x8.5'	167.3
950	SLATER RD	13'x10'	130
393	SLATER RD	10'x6'	60
868	SLATER RD	14'x7'	98
665	SLATER RD	8'x11'	88
810	SLATER RD	10'x5'and 11'x7.5'	132.5
33	SMITH ST	5'x5'	25
152	SOUTH MAIN ST	13'x8'	104
153	SOUTH MOUNTAIN DR	14'x10'	140
326	SOUTH ST	12'x10' On East St	120
258	SOUTH ST	6.5'x2'	13
406	SOUTH ST	9'x4'	36
358	SOUTH ST	7'x11.5'	80.5
364	SOUTH ST	9.5'x10.5'	180.3
388	SOUTH ST	6'x11'	66
400	SOUTH ST	11'x12'	132
496	SOUTH ST	11'x7'	77
496	SOUTH ST	4'x4'	16
535	SOUTH ST	7-5'x5'	175
326	SOUTH ST	10.5'x28' and 8'x12' (All one trench)	390
364	SOUTH ST	4'x4'	16
400	SOUTH ST	4'x4'	16
406	SOUTH ST	4'x4'	16
39	SOUTH WHITING ST	4-5'x5'	100
307	STANLEY ST	8'x6',5'x6',20'x9', and 6'x4.5'	285
591	STANLEY ST	8'x13.5'	108
521	STANLEY ST	10'x27' and 6'x10'	330
307	STANLEY ST	4'x4'	16
359	STEELE ST	8.5'x7.5'[,	63.8
9	STEPHEN CT	9'x8'	72

CITY OF NEW BRITAIN
PUBLIC BID NO. 3954

61	STERLING ST	8'x8.5'	68
111	STERLING ST	6'x5'	30
92	SUNRISE AVE	10.5'x6'	63
41	SYLVAN RD	13'x6.5'	84.5
103	TREMONT ST	8.5'x8.5'	72.3
282	TREMONT ST	15'x6'	90
203	TREMONT ST	6'x8'	48
42	TRINITY ST	5'x5'	25
69	TRINITY ST	5'x5'	25
31	TRINITY ST	5'x5'	25
27	TRINITY ST	8'x6.5'	52
73	WALSH ST	7.5'x7'	52.5
333	WASHINGTON ST	7'x11'	77
116	WEST ST	10'x11.5'	115
	WHITING ST	9.5'x6'	57
34	WIGHTMAN RD	9'x5' and 6'x8.5	51
44	WIGHTMAN RD	5.5'x8' and 5'x7.5	37.5
39	WIGHTMAN RD	5.5'x7.5'	41.3
186	WINTHROP ST	8.5'x4.5' and 8.5'x6'	89.3
230	WINTHROP ST	5'x5'	25
194	WYNOLA AVE	30'x5'	150
179	WYNOLA AVE	16.5'x6'	99
		Total SF	18,934.65

SPECIFICATIONS

Item 1. STANDARD PERMANENT PAVEMENT REPAIR

5.02.02.01 - Description: Under this item, the Contractor shall furnish and place all materials necessary to accomplish permanent pavement repair in existing pavements, driveways or other areas identified in the NOTICE TO CONTRACTOR – ASSIGNMENT LIST OF UTILITY CUTS TO BE REPAIRED.

5.02.02.02 - Materials: The materials for the bituminous concrete mixture shall conform to the requirements of Section 4.06.02 and M.04 of the CTDOT Standard Specification.

Bituminous material for the tack or prime coat shall conform to Section M.04 of the CTDOT Standard Specification.

Material for joint sealer for pavement shall be a rubber compound of the hot-poured type and shall conform to Sub-Article M.04.02 of the CTDOT Standard Specification.

5.02.02.03 - Construction Methods: Permanent Pavement repair shall conform to the requirements of Section 4.06.03 of the CTDOT Standard Specification.

Permanent Pavement repairs shall not be made until such time as daily temperatures are forty degrees (40°) (F) or higher, and only after such time as the temporary road repairs have been subjected to vehicle traffic or other means so as to thoroughly consolidate the fill in the trenches, as directed by the Engineer. The trenches shall then be graded to receive the two course permanent pavement materials.

For permanent pavement repair, the temporary patch shall be removed and the edges of the existing pavement shall be restored by excavating a section at least twelve inches (12") wider than the original width on both sides of the excavation, cut in a straight, even line (saw cut edges of existing concrete pavement) and shall also include pavement damaged in the surrounding area because of construction activity, trench failure due to lack of trench support, cracking pavement, etc., in the immediate areas of the excavation. The excavation shall be to a depth of five inches (5") below the adjoining pavement surface, compacted and a bituminous tack coat applied prior to the installation of the 2 ½", when compacted, Bituminous Concrete Class 1 binder course and the 2 ½", when compacted, Bituminous Concrete Class 1 surface course. The surface course shall be brought flush with the adjoining pavement and finished to match it and shall be in accordance with the general practices for the construction of a five inch (5") hot mix asphalt pavement. Binder and surface courses shall be compacted with a steel wheel tandem roller weighing not less than ten (2) tons.

Regardless of the type of original pavement, the replacement shall be as outlined above.

All surplus material remaining after completion of the work shall be removed by the Contractor.

The edges shall be sealed by painting the joints with an asphaltic joint sealer.

5.02.02.04 – Method of Measurement: This item will be paid based on the Sq. Ft. measurement identified in the NOTICE TO CONTRACTOR – ASSIGNMENT LIST OF UTILITY CUTS TO BE REPAIRED.

6.02.02.05 – Basis of Payment: This work shall be paid for at the contract unit price per square yard for “Standard Permanent Pavement Repair” based on the Sq. Ft. measurement identified in the NOTICE TO CONTRACTOR – UTILITY CUTS TO BE REPAIRED. The contract price shall include the cost of mobilization, removal of temporary pavement, preparation of sub-grade, including the addition of processed aggregate base, cutting, matching and sawing pavement, dust control, adjusting valve boxes, access covers and other items which have a fixed relationship to finished grade, as necessary, application of tack coat, two-course hot mix asphalt, trench edge sealing and all equipment, tools, materials, labor and work incidental to or necessary for the completion of the item.

Item 2. TRAFFIC PERSON (POLICE OFFICER)

1.03.01 – Description: The description for Project Work covered by this specification shall be as set forth in Section 9.70 of CTDOT Standard Specifications, except that any references to “State Police Officers, Uniformed Flaggers, and 5% markup” are hereby deleted.

“Traffic Person” will be paid at the actual rate charged by the New Britain Police Department, with no markup added.

PRICING:

	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
ITEM 1				
Standard Permanent Pavement Repairs:	<u>18,934.65</u>	S.F.	\$ _____	\$ _____
ITEM 2				
TRAFFIC PERSON (POLICE OFFICER)	1	EST.	\$ <u>NA</u>	\$ <u>40,000.00</u>
		TOTAL PRICE		\$ _____

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3954 - Trench Repair Program 2018

State of (_____);

County of (_____).

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

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

I certify that:

- (1) The price and amount on this Bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.
- (2) Neither the price(s) nor the amount of this Bid and approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder and that no disclosure of these items will be made prior to the Bid opening.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Bid, or to submit a Bid higher than this Bid, or to submit any intentionally higher or non competitive Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Britain, owner, or any person interested in the proposed Contract.
- (5) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive proposal.

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

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

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

Subscribe and Sworn to me this

_____ day of _____,
2018

Legal Name of Bidder

Business Address

Signature and Title of Person

Notary Public
My Commission Expires

Date

AFFIDAVIT FOR COMPLIANCE WITH SECTION 2-626 OF THE CODE OF ORDINANCES FOR BIDS EXCEEDING \$25,000.00

BID# 3954 - Trench Repair Program 2018

The undersigned, being duly sworn, hereby deposes as follows:

1. I am over the age of eighteen (18) years and understand the obligations of an oath.
2. I have personal knowledge of the facts recited herein.
3. This affidavit is signed under the penalties of perjury and false statement and is being signed in connection with Public Bid Number **3954**.
4. I hold the position of _____ with _____ and certify that I am authorized to sign this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible for my firm to comply with the Labor Standards set forth per the City Ordinances, section 2-625 through sections 2-628 as indicted in this bid specifications.
5. I further certify that _____
 - (a) Will maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the contract. I agree that my firm will inform our employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to our employees forms informing them about the EIC and forms required to secure advance EIC payments from my firm.
 - (b) Should a need arise for my firm to hire workers to carry out the terms and conditions of this bid or its contract or for any other projects to occur or commence during the contract period within ten miles of the boundaries of New Britain, my firm shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. My firm also agrees to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when my firm is hiring someone from within our organization.

6. _____ furthers agrees to be bound by the terms and
Name of Company

requirements set forth in sections 2-625 through 2-628 of the Code of Ordinances including that monies otherwise due to be paid under the terms of the contract may be withheld by or required to be reimbursed to the City of New Britain in the event a violation of these provisions is determined

Dated at _____, Connecticut

This _____ day of _____ 2018.

Legal Name of Bidder/Company

Street Business Address

City and State

Duly Authorized Signature and Title of Person

STATE OF CONNECTICUT ss: _____ 2018

COUNTY OF _____

Personally appeared, _____ Title _____ of

_____, duly authorized, who signed the foregoing
Name of Company

Instrument and acknowledged the same to be his/her free act the free
act and deed of said _____ before me.
Name of Company

Notary Public _____
Commissioner of Superior Court

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

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

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

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

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

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

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

The principals, as defined above, of the entity submitting responses to Public Bid No. 3954 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

2. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

3. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

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

_____ Date: _____

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

By: _____ Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and

_____, as Surety, are hereby held and firmly bound unto The

City of New Britain, as Owner, in the penal sum of

_____ Dollars(\$_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto, and made a part hereof by reference, to enter into a contract in writing for the project entitled **Trench Repair Program 2018, Bid No. 3954.**

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their

corporation seals to be hereto affixed, and these presents to be signed by their proper officers.

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

PRINCIPAL:

By: _____

SURETY:

By: _____

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

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

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

Article 1. SCOPE OF WORK-- The Contractor shall furnish all of the materials and perform all of the work as described in the specifications prepared by the City of New Britain as and in these Contract Documents entitled: **TRENCH REPAIR OF VARIOUS CITY STREETS, Bid No.3954**; and shall do everything required by the Contract Documents as designated in Article 3 of this Agreement.

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

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

- a. This Agreement
- b. Addenda thereto:

No. ____ date _____ No. ____ date _____ No. ____ date _____

- c. Bid Document
- d. Bid Proposal Submittal Document, as submitted by Contractor
- e. Specifications
- f. New Britain Standard Specifications for Municipal Construction
- g. Connecticut Department of Transportation Form 816

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

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

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

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

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

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

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

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

where actual damages for any delay in substantial completion of a Phase are impossible to determine by reason of the Owner's election not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for, and shall pay to the Owner, the sum of ***Five Hundred Dollars (\$500)**, as fixed, agreed, and liquidated damages for each calendar day of such delay until the work is substantially completed and accepted.

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

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

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

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

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

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

OWNER: CITY OF NEW BRITAIN

BY: _____

Signed in the presence of: _____

CONTRACTOR: _____

BY: _____

Signed in the presence of: _____

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

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number																																											
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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



City of New Britain

New Britain, Connecticut 06051

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

27 WEST MAIN ST., NEW BRITAIN, CT 06051

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

Date: _____, 2018

Subject: Trench Repair Program 2018, Public Bid No. 3954

To Whom It May Concern:

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

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

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper
Purchasing Agent

Company Name: _____

Address: _____

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

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

STATE OF CONNECTICUT WAGE RATES

Project: Trench Repair Program 2018 On Various City Streets

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

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

ID#: H 24927

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: 3954

Project Town: New Britain

FAP Number:

State Number:

Project: Trench Repair Program 2018 On Various City Streets

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	31.66
2) Carpenters, Piledrivermen	32.60	25.34

Project: Trench Repair Program 2018 On Various City Streets

2a) Diver Tenders	32.60	25.34
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3) Divers	41.06	25.34
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03a) Millwrights	33.14	25.74
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	48.55	20.45
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4a) Painters: Brush and Roller	32.72	20.45
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4b) Painters: Spray Only	35.72	20.45
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4c) Painters: Steel Only	34.72	20.45
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Project: Trench Repair Program 2018 On Various City Streets

4d) Painters: Blast and Spray	35.72	20.45
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4e) Painters: Tanks, Tower and Swing	34.72	20.45
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5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.50	26.31+3% of gross wage
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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	33.39 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	41.62	30.36
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---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.05	20.10
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Project: Trench Repair Program 2018 On Various City Streets

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	30.30	20.10
<hr/>		
10) Group 3: Pipelayers	30.55	20.10
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	30.55	20.10
<hr/>		
12) Group 5: Toxic waste removal (non-mechanical systems)	32.05	20.10
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13) Group 6: Blasters	31.80	20.10
<hr/>		
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.05	20.10
<hr/>		
Group 8: Traffic control signalmen	16.00	20.10
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Project: Trench Repair Program 2018 On Various City Streets

Group 9: Hydraulic Drills	29.30	18.90
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.---

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	20.10 + a
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13b) Brakemen, Trackmen	31.28	20.10 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
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15) Form Erectors	31.60	20.10 + a
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Project: Trench Repair Program 2018 On Various City Streets

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	20.10 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	20.10 + a
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18) Miners	32.22	20.10 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster	38.53	20.10 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	20.10 + a
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Project: Trench Repair Program 2018 On Various City Streets

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	20.10 + a
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21) Mucking Machine Operator	39.11	20.10 + a
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---TRUCK DRIVERS---(*see note below)

Two axle trucks	29.13	23.33 + a
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Three axle trucks; two axle ready mix	29.23	23.33 + a
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Three axle ready mix	29.28	23.33 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	23.33 + a
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Project: Trench Repair Program 2018 On Various City Streets

Four axle ready-mix	29.38	23.33 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.58	23.33 + a
<hr/>		
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + a
<hr/>		
---POWER EQUIPMENT OPERATORS---		
<hr/>		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.55	24.05 + a
<hr/>		
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.05 + a
<hr/>		
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.05 + a
<hr/>		

Project: Trench Repair Program 2018 On Various City Streets

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	38.10	24.05 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.05 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	37.51	24.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.05 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	36.86	24.05 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	36.46	24.05 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	36.03	24.05 + a
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Project: Trench Repair Program 2018 On Various City Streets

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 33.99 24.05 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 33.99 24.05 + a

Group 12: Wellpoint Operator. 33.93 24.05 + a

Group 13: Compressor Battery Operator. 33.35 24.05 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 32.21 24.05 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.80 24.05 + a

Group 16: Maintenance Engineer/Oiler 31.15 24.05 + a

Project: Trench Repair Program 2018 On Various City Streets

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.05 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	33.04	24.05 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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Project: Trench Repair Program 2018 On Various City Streets

23) Driver Groundmen	26.50	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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Project: Trench Repair Program 2018 On Various City Streets

28) Material Men, Tractor Trailer Drivers, Equipment Operators 35.04 6.5% + 10.45

Project: Trench Repair Program 2018 On Various City Streets

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 \$4.00 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.

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.

Project: Trench Repair Program 2018 On Various City Streets

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

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

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

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

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

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

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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