FEDERAL CONTRACT REQUIREMENTS

This project is being funded in whole or in part by the City of New Britain using Federal funds from the U. S. Department of Housing and Urban Development under the Community Development Block Grant Program. The following Federal contract requirements must be complied with by the Contractor and all sub-contractors in connection with the performance of work under this contract.

1. Wages and Salaries

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

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

2. Federal Labor Standards

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

3. Patents/Copyrights

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

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

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

4. Conflict of Interest

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

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

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

5. Inspection and Retainage of Records

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

6. Equal Employment Opportunity

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

7. Lobbying

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing an officer or employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, on officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) The Contractor will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contracts shall certify and disclose accordingly.

8. Right of the Owner to Terminate Contract

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

9. Preference for Section 3 Businesses

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

A Section 3 business is a business:

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

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

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

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

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

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

12. Debarment and Suspension

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

13. DUNS Number

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

14. Indemnity

The Contractor expressly agrees to indemnify and hold harmless the City of New Britain from any claims or suits of whatsoever nature either in law or equity arising out of any damages or injury or wrong done any person or thing by the Contractor in its performance of an incidental or collateral to the performance of any of its duties or obligations hereunder arising, unless such action is caused by the City.

15. Insurance

A Certificate of Insurance will be required from the Bidder awarded the Contract at the time of the execution of the Contract. See attached Insurance Requirements.

Insurance Requirements

The Contractor shall not commence work under this contract until he has obtained all necessary insurance and has filed certificates of insurance with the City. Each insurance policy shall contain a clause providing that the City must be notified thirty (30) days in advance in the event of any restrictive amendment, cancellation, or non-renewal.

Insurance must be in effect for the whole duration of the contract and for 12 months following acceptance of the work by the City.

All insurance must be issued by companies licensed to do business in the State of Connecticut.

Failure to provide the required insurance and certificates may, at the option of the City, be held to be a willful and substantial breach of this contract.

The contractor agrees to provide original, completed certificate(s) of evidencing the following coverages from an insurance company(ies) licensed by the State of Connecticut which have at least an "A-VIII" policyholders rating according to BEST Publications' latest edition of their Key Rating Guide:

Commercial General Liability:	
General Aggregate	$2,000,000
Prod./Compl. Operations Aggregate	$2,000,000
Occ. Aggregate	$2,000,000
Automobile Liability:	
Liability Limit	$2,000,000
Worker's Comp. and Employer's Liability:	
$100,000 each accident	
$500,000 disease policy	
$100,000 disease accident limit	

"The City of New Britain *and* the Consolidated School District and their agents, officials, and employees" must be named as "Additional Insured", and the Contractor 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.

These certificates must be presented to the City Department of Municipal Development prior to execution of the contract.

Failure to provide the required insurance and certificates may, at the option of the City, be held to be a willful and substantial breach of the contract.

Trinity on Main Wage Decision Exhibit A

General Decision Number: CT130021 07/05/2013 CT21

Superseded General Decision Number: CT20120021

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

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

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	03/01/2013
3	04/05/2013
4	04/12/2013
5	05/03/2013
6	05/24/2013
7	06/07/2013
8	06/28/2013
9	07/05/2013

BOIL0237-001 01/01/2013

	Rates	Fringes
BOILERMAKER	$ 35.24	25.01

BRCT0001-008 04/01/2012

	Rates	Fringes
TILE SETTER	$ 32.40	22.42

BRCT0001-013 12/31/2012

	Rates	Fringes
BRICKLAYER	$ 32.50	26.21

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

BRCT0001-014 12/31/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Including Caulking)	$ 32.50	26.21

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

addition to holiday pay.

BRCT0001-021 12/31/2012

	Rates	Fringes
PLASTERER	$ 32.50	26.21

CARP0024-012 05/06/2013

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building)	$ 30.45	21.65

CARP0024-013 05/06/2013

	Rates	Fringes
MILLWRIGHT	$ 30.78	22.15

ELEC0035-007 06/01/2013

Entire County excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington Townships

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring	$ 37.60	23.35

ELEC0090-007 06/01/2013

Berlin, Bristol, New Britain, Newington, Plainville, Southington Townships

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring	$ 36.75	23.67

ELEC0488-010 06/01/2013

Hartland Township

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring	$ 36.52	24.10

ELEV0091-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC	$ 46.41	25.185

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0478-001 04/07/2013

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 36.05	21.55
GROUP 2	$ 35.73	21.55
GROUP 3	$ 34.99	21.55
GROUP 4	$ 34.60	21.55
GROUP 5	$ 34.01	21.55
GROUP 6	$ 33.70	21.55
GROUP 7	$ 33.36	21.55
GROUP 8	$ 32.96	21.55
GROUP 9	$ 32.53	21.55
GROUP 10	$ 30.49	21.55
GROUP 11	$ 30.49	21.55
GROUP 12	$ 30.43	21.55
GROUP 13	$ 31.96	21.55
GROUP 14	$ 29.85	21.55
GROUP 15	$ 29.54	21.55
GROUP 16	$ 28.71	21.55
GROUP 17	$ 28.30	21.55
GROUP 18	$ 27.65	21.55

Hazardous waste premium $3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - $1.50 extra.
Crane with boom, including jib, 200 feet - $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver ($3.00 premium when operator controls hammer).

GROUP 3: Excavator, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operation) Rubber Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller.

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer,ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator,welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

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* IRON0015-006 07/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	$ 33.50	28.98

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

LABO0056-010 04/07/2013

	Rates	Fringes
LABORERS		
Group 1	$ 26.40	17.15
Group 2	$ 26.65	17.15
Group 3	$ 26.90	17.15
Group 4	$ 27.15	17.15
Group 5	$ 27.40	17.15
Group 6	$ 29.40	17.15
Group 7	$ 16.00	17.15

Classifications

Group 1: Laborers, Acetylene Burners, Carpenter Tenders, Concrete Specialists, Fire Watchers, Wrecking Laborers and Top Men

Group 2: Morter Mixer, Pipelayers, Plaster Tenders, Power Buggy Operator, Powderman, Fireproofer/Mixer/Nozzleman

Group 3: Jack Hammer/Pavement Breaker, Mason Tender, Bottom Men

Group 4: Air Track Operator, Sand Blasters

Group 5: Asbestos/Lead Removal

Group 6: Blasters, Toxic Waste Removal

Group 7: Traffic Control Signalman

PAIN0011-012 06/01/2013

	Rates	Fringes
GLAZIER	$ 34.18	17.75

a. PAID HOLIDAYS: Labor Day and Christmas Day.

PAIN0011-020 06/01/2013

	Rates	Fringes
PAINTER		
Brush and Roller	$ 30.62	17.75
Drywall Finishing/Taping Only	$ 31.37	17.75
Paperhanger Only	$ 31.12	17.75
Spray Only	$ 33.62	17.75

PLUM0777-006 06/01/2013

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation	$ 39.31	26.27

PLUM0777-007 06/01/2013

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe Installation	$ 39.31	26.27

ROOF0009-005 01/01/2013

	Rates	Fringes
ROOFER		
Composition	$ 31.70	17.36
Slate and Tile	$ 32.20	17.36

SFCT0676-002 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 38.98	19.87+a

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

* SHEE0040-004 07/01/2013

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation	$ 33.84	31.18

SUCT2009-005 04/15/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 24.25	10.76
LABORER: Airtool Operator	$ 17.04	6.90
LABORER: Landscape	$ 19.97	2.70
LABORER: Fence Erector	$ 19.65	7.00
LINE CONSTRUCTION: Groundman	$ 10.00	2.17
LINE CONSTRUCTION: Lineman	$ 22.09	6.18
OPERATOR: Asphalt Spreader	$ 25.05	8.90
TILE FINISHER	$ 24.55	0.00

TEAM0064-001 04/07/2013

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

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

Hazardous waste removal work receives additional $1.25 per hour.

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

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE FOR SECTION 3 RESIDENTS

Definition of a Section 3 Resident

A Section 3 resident is:

- A public housing resident; or
- An individual who resides in the metropolitan statistical area in which the City is located, the Hartford MSA, and who is either of the following:

    1. A low-income person whose family income does not exceed 80% of the median income for the area. See Attachment 1.

    2. A very low-income person whose family income does not exceed 50% of the median family income for the area. See Attachment 1. -

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

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

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

Goals for Training and Employment

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

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

Order of Preference for Section 3 Residents

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

1. First priority will be given to Section 3 residents of the City of New Britain or neighborhoods in which the Section 3 covered project is allotted;

2. Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act, homeless persons residing in the City of New Britain or neighborhood in which the Section 3 covered project is located shall be given the highest priority.

3. Other Section 3 residents.

Suggested Actions

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

1. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public residents and other Section 3 residents in the building trades.

2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualification required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing developments where the Section 3 residents reside and in the common areas.

3. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the public housing developments and community organizations in low income neighborhoods of the City to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

4. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job)

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

5. Arranging for a location in the public housing development or developments or the lower income neighborhoods where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

6. Conducting job interview at the public housing development or developments or at a location within the lower-income neighborhoods of the City.

7. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents.

8. Advertising the jobs to be filled through the local media, such as community television networks, newspapers or general circulation, and radio advertising.

9. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.

10. Undertaking job counseling, education and related programs in association with local educational institutions.

11. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

12. After selection of bidders, but prior to execution of contracts, incorporating into the contract negotiated provisions for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered project.

13. Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

ATTACHMENT 1

HUD Income Limit Standards for New Britain

(Hartford County, FY-2010 Median Family Income: $84,700)

Effective: May 14, 2010

FAMILY SIZE	EXTREMELY LOW INCOME 0-30% of Median	LOW INCOME 31-50% of Median	MODERATE INCOME 51-80% of Median
1	$0 - $17,800	$17,801 - $29,650	$29,651 - $45,100
2	$0 - $20,350	$20,351 - $33,900	$33,901 - $51,550
3	$0 - $22,900	$22,901 - $38,150	$38,151 - $58,000
4	$0 - $25,400	$25,401 - $42,350	$42,351 - $64,400
5	$0 - $27,450	$27,451 - $45,750	$45,751 - $69,600
6	$0 - $29,500	$29,501 - $49,150	$49,151- $74,750
7	$0 - $31,500	$31,501 - $52,550	$52,551 - $79,900
8+	$0 - $33,550	$33,551 - $55,950	$56,951 - $85,050

ATTACHMENT 2

SECTION 3 CLAUSE

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

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

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

B. - The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part *135* regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed; were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Exhibit C

ATTACHMENT 3

CONTRACTOR'S SECTION 3 PLAN CERTIFICATION

Project_____

Contractor's Name_____

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

As representative of the Contractor, I hereby agree:

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

_____ Contractor Signature

_____ Date

_____ Title

TABLE A

Contractor/Subcontractor:_____

Project Name: _____

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

Job Title	Total Employees

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

Job Title	# Needed

TOTAL:_____

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

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

Job Title	Estimated Length of Training

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

Subcontractor	Amount of Subcontract

TABLE B

Recruitment Efforts

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

1. Send notices of job availability subcontracting opportunities subject to these requirements to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.

2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.

3. When using a newspaper of major circulation to request bids, quotes or to advertise employment opportunities to also advertise in minority owned newspapers.

4. Maintain a list of all residents from the target area(s) who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee exists. (If the contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.

5. The contractor must certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

Exhibit C

Section 3 Summary Report
Economic Opportunities for Low - and Very - Low income

U.S. Department **of Housing and Urban Development**
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0043
(exp. 6/30/2004)

HUD Field Office:

See back page for Public Reporting Burden statement

1. Recipient Name & Address: (Street, City, State, zip)	2. Federal Identification: (contract/award no.)	3. Dollar Amount of Aware:
	4. Contact Person:	5. Phone: (include area code)
	6. Reporting Period:	7. Date Report Submitted:
8. Program Code * ☐ (Use a separate sheet for each program code)	9. Program Name:	

Part I: Employment and Training (** Include New Hires in columns E & F)

A Job Category	B Number of New Hires	C Number of new Hires that are Sec. 3 Residents	D % or Aggregate Number of Staff Hours of New Hires that are sec. 3 Residents	E ** % of Total Staff Hours for Section 3 Employees and Trainees	F ** Number of section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing
A = Development
B = Operation
C = Modernization
4 = Homeless Assistance
5 = Home
6 = Home State Administered
7 = CDBG Entitlement
8 = CDBG-State Administrated
9 = Other CD Programs
10 = Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	$	
B. Total dollar amount of contracts awarded to Section 3 businesses	$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

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

Part III: Summary

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

_____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which the Section 3 covered program or project is located, or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

_____ Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid 0MB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and 0MB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.