

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. 3838

Issued: April 17, 2015

Page 1 of 40 Pages

Bid No. 3838

Date Submitted \_\_\_\_\_

Delivery: \_\_\_\_\_ days after receipt of order

Terms: Cash Discount \_\_\_\_\_ % 30 Days

Net Cash \_\_\_\_\_ Days

Bidder \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Signature and Title \_\_\_\_\_

(Printed name of signer) \_\_\_\_\_

Bidder's Telephone Number \_\_\_\_\_

Bidder's Email Address \_\_\_\_\_

Prices Quoted Must be F.O.B. \_\_\_\_\_

New Britain, CT

Date of Bid Opening May 13, 2015 Time 11:00 AM

Delivery Required \_\_\_\_\_ Jack Pieper  
 Purchasing Agent

Amount of Bid Bond 10%

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	PRICING
1	<p><b>TRENCH REPAIR PROGRAM 2015</b></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"> <li>1. Form Pur. 1 (Request for Quotation).</li> <li>2. Notice To Bidders, Pages 5-10.</li> <li>3. Notice to Contractors. Pages 11-17.</li> <li>4. Specifications, Pages 18-21.</li> <li>5. Non-Collusive, Page 22.</li> <li>6. Compliance with City Wage Ordinance 2-626, Pages 23 - 24.</li> <li>7. Notice to Prospective Bidders, Pages 25 - 26.</li> <li>8. W 9, Page 27.</li> <li>9. A 10% Bid Bond is required for all goods or services that are \$25,000.00 or greater.</li> </ol> <p>****PLEASE SUBMIT BIDS IN DUPLICATE****</p> <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>	<p><b>Pricing to be completed on Page Nineteen (19)</b></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 within 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-based 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.

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 uncopyrighted 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.

CITY OF NEW BRITAIN  
PUBLIC BID NO. 3838

**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 – 2015, Bid No. 3838, until 11 a.m. on the 13th day of May, 2015**, 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 at 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.

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.*

**NOTICE TO BIDDERS:**

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. 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
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$ 1,000,000

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

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

Workers' Compensation and WC Statutory Limits

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

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

The 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 service contracts. Contracts for services to be performed for a duration of five (5) or fewer days 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 Revenue 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 person 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. PERMITS: The Bidder awarded the contract to perform the work will be required to obtain and pay for all the necessary state and local permits.

16. Bid documents for this project shall also include the following documents:
- (a) New Britain "Standard Specifications For Municipal Construction".
  - (b) CONNDOT Form 86 including latest supplement.

### **17. 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.**

### **18. Local Preference**

**Per City Ordinance, Section 2-578, which allows up to a ten (10) percent differential in favor of residential Bidders applies to this project.**

## **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 Town.

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 two (2) years 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 CONTRACTOR  
UTILITY CUTS TO BE REPAIRED

Street Number	Street Name	Number of Trenches	Sq. Ft.
332	Alexander Road	1	120
53	Allen Street	1	90
53	Allen Street	1	35
253	Allen Street	1	77
126	Amherst Street	2	92
33	Apple Tree Hill	1	80
232	Arch Street	1	180
21	Arlington Street	1	64
25	Arlington Street	1	135
207	Barbour Road	2	87.5
86	Barnes Street	1	30
50	Bassett Street	1	112
74	Bassett Street	1	90
10	Beacon Street	1	90
40	Beatty Street	1	72
90	Belden Street	4	120
160	Belden Street	2	72
161	Belden Street	1	36
47	Belmont Street	1	45
166	Belmont Street	1	48
32	Benson Street	1	72
58	Benson Street	3	276
40	Birch Hill Drive	3	184
122	Blake Road	2	125
85	Bliss Road	2	99
205	Bond Street	1	93
207	Booth Street	1	80
264	Booth Street	1	16
18	Bradley Street	1	48
35	Bradley Street	2	144
250	Brittany Farms Road	2	310
47	Brook Street	7	152
37	Brooklawn Street	1	48
110	Brookside Road	1	88
83	Buena Vista Avenue	2	100
441	Burritt Street	1	25
40	Cabot Street	1	140

Street Number	Street Name	Number of Trenches	Sq. Ft.
47	Cambridge Street	1	120
21	Candlewood Lane(on Slater)	3	200
103	Carlton Street	1	48
251	Carlton Street	1	48
107	Carroll Street	1	144
24	Chapman Street	2	84
104	Chapman Street	1	16
248	Chapman Street	2	120
261	Chapman Street	1	16
280	Chapman Street	2	88
39	Charles Street	1	72
362	Chestnut Street	1	25
74	Childs Street	2	90
117	Childs Street	1	75
58	City Avenue	6	96
65	City Avenue	1	180
76	Clark Street	2	100
264	Clark Street	2	32
297	Clinton Street	1	25
27	Collins Street	2	94
118	Columbia Street	4	244
90	Connecticut Avenue	1	63
2	Coolidge Street	1	56
887	Corbin Ave. ( On Steele St. )	1	124
890	Corbin Ave. ( On Steele St. )	1	80
1812	Corbin Avenue	2	140
2049	Corbin Avenue	1	63
6	Crescent Avenue	1	144
139	Daly Avenue	2	90
62	Devens Street	1	64
36	Dobek Road	2	94
54	Dorset Road	2	113
17	Dwight Street	2	98
59	Dwight Street	1	90
148	Dwight Street	1	100
	East Main Street(At Main St.)	1	250
38	Eddy Glover Blvd.	1	125
28	Elizabeth Street	2	98
100	Ellis Street	4	130
135	Ellis Street	2	81
8	Emmons Place	1	104
10	Farm Court	1	128
16	Farm Court	1	72
33	Farm Court	2	92

Street Number	Street Name	Number of Trenches	Sq. Ft.
419	Farmington Ave.	1	49
449	Farmington Ave.	3	623
499	Farmington Ave.	1	56
744	Farmington Ave.	2	110
951	Farmington Ave.	2	292
955	Farmington Ave.	1	144
965	Farmington Ave.	1	280
973	Farmington Ave.	1	280
150	Francis Street	1	120
111	Franklin Square	1	72
84	Fulton Street	1	64
289	Glen Street	2	112
131	Gold Street	1	77
145	Golden Hill St.	1	135
52	Greenwood Street	1	176
130	Griswold Street	1	120
166	Harding Street	1	42
46	Harrison Street	3	120
144	Henry Street	1	16
149	Henry Street	2	116
	Herald Sq. (behind PD station)	1	154
211	High Street	1	47
166	Hillhurst Avenue	2	94
43	Homestead Ave.	1	53
44	Horseplain Rd.	2	88
27	Howe Road	1	105
113	Howe Road	1	60
90	Huber Street	2	110
115	Jackson Street	1	45
230	John Downey Dr.	1	149.5
126	Jordan Street	1	17.5
230	Jubilee Street	1	100
152	Kelsey Street	2	146
157	Kelsey Street	2	162
200	Kelsey Street	2	65
205	Kelsey Street ( On Williams St.)	1	80
46	Kennedy Drive	2	83.5
208	Kensington Ave.( On Walsh St.)	1	78
25	Kimball Drive ( On Norden St, )	1	90
56	Kimball Drive	1	63
23	Lawrence Street	2	228
44	Lewis Road	1	36
278	Lewis Road	1	49
286	Lewis Road	1	54

Street Number	Street Name	Number of Trenches	Sq. Ft.
384	Lewis Road	1	45
50	Liberty Street	1	42
34	Lincoln Street	4	94.5
296	Lincoln Street	1	76
518	Lincoln Street	1	108
85	Linden Street	2	96.5
10	Locust Street	1	60
50	Locust Street	2	117
37	Lyman Street	1	20
544	Main Street	1	58.5
10	Mansfield Ave.	1	44
21	Mansfield Ave.	3	108
317	Maple Street	2	120
24	Market Street	2	84
155	Market Street	1	9
215	Market Street	1	53
85	Marlin Road	2	77
80	Mason Drive	2	96
55	McClintock Street	1	48
191	McClintock Street	1	53
300	McClintock Street	2	138
361	McClintock Street	1	132
412	McClintock Street	1	50
25	Miller Street	2	25
220	Miriam Road	1	53
67	Mitchell Street	1	38
27	Mohawk Street	1	33
28	Mohawk Street	2	73
299	Monroe Street	2	51
61	Neanda Street	1	60
58	Newington Ave. ( On Carlson St.)	1	56
101	North Street	3	132
188	North Street	1	24
273	Oak Street	6	24
36	Oakland Ave.	2	81
50	Osgood Ave.	1	42
42	Overlook Ave.	2	88
28	Park Place	1	40
157	Pershing Ave.	2	99
54	Pleasant Street	1	40
67	Prospect Street	1	39
123	Putnam Street	1	90
10	Recano road	1	40
41	Reservoir Road	1	72

Street Number	Street Name	Number of Trenches	Sq. Ft.
78	Rhodes Street	1	16
136	Rhodes Street	1	56
20	Richmond Avenue	2	78
55	Roxbury Road	1	42
94	Roxbury Road	2	96
5	Rutherford St.(On Rocky Hill Ave. )	1	96
62	Rutherford St.	1	63
45	Sachem Street	1	49
64	Seneca Street	2	83
34	Sheffield Street	3	12
68	Shuttle Meadow Ave. ( On Linwood St. )	1	18
345	Shuttle Meadow Ave.	1	90
535	Shuttle Meadow Ave.	1	63
447	Slater Road	1	64
577	Slater Road	1	54
605	Slater Road	3	210
So. End Jerome Dr.@	Slater Road	1	122.5
No. End JeromeDr.@	Slater Road	1	126
1266	Slater Road	2	115
1295	Slater Road	1	77
1301	Slater Road	1	65
1309	Slater Road	1	114
10	Smith Street	1	18
563	South Street	1	64
566	South Street	1	20
39	So. Whiting Street	2	88
341	Stanley Street	1	16
386	Stanley Street	1	20
433	Stanley Street	1	20
502	Stanley Street	2	99
521	Stanley Street	1	77
812	Stanley Street	1	25
1615	Stanley Street	1	288
297	Stanwood Dr.	1	54
268	Steele Street	2	96
320	Steele Street	2	96
130	Sterling Street	2	89
131	Stratford Road	1	53
135	Sunrise Avenue	2	91
55	Susan Road	1	48
157	Texas Drive	2	115
115	Thorniley Street	2	140
152	Tremont Street	1	20

Street Number	Street Name	Number of Trenches	Sq. Ft.
3	Trinity Street	2	152
15	Trinity Street	2	98
21	Trinity Street	2	77
28	Trinity Street	1	98
37	Trinity Street	1	18
46	Trinity Street	1	48
52	Trinity Street	1	100
53	Trinity Street	2	96
61	Trinity Street	2	161
68	Trinity Street	2	32
54	Vance Street	1	56
27	Vibberts Avenue	2	83
50	Viets Street	1	19
56	Viets Street	1	28
90	Wallace Street	2	76
57	Walnut Street	2	125
37	Ward Street	1	32
242	Whiting Street	2	94
24	Wildwood Street	1	25
8	William Street	33	297
74	Willow Street	2	116
53	Woodland St. ( On Harvard St. )	1	225
180	Wooster Street	5	91
181	Wooster Street	1	60
311	Wooster Street	2	76
155	Wynola Avenue	1	40
155	Wynola Ave. ( On Berkley St. )	1	90
<b>Totals</b>		<b>393</b>	<b>21,742 sf</b>

## 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.

Processed aggregate base shall be added as required to bring surface of base within 5" of adjoining pavement. The cost of processed aggregate base and preparation shall be included in the unit price of Standard Permanent Pavement Repair.

The preparation of the 18” deep processed aggregate base shall conform to Section 2.10 of the New Britain Standard Specifications For Municipal Construction.

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 – ASSIGNMENT LIST OF 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, re-setting all manhole and catch basin frames and covers, 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**

**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.

**PRICING:**

	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
Standard Permanent Pavement Repairs:	<u>21,742</u>	S.F.	\$ _____	\$ _____
TRAFFIC PERSON (POLICE OFFICER)	1	EST.	\$ <u>NA</u>	\$ <u>20,000.00</u>
			TOTAL PRICE	\$ _____

# NON COLLUSIVE AFFIDAVIT OF BIDDERS

## BID# 3838 - Trench Repair Program 2015

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 \_\_\_\_\_,  
2015

\_\_\_\_\_  
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# 3838 - Trench Repair Program 2015**

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 \_\_\_\_\_.
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 \_\_\_\_\_ 2015.

\_\_\_\_\_  
Legal Name of Bidder/Company

\_\_\_\_\_  
Street Business Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Duly Authorized Signature and Title of Person

STATE OF CONNECTICUT ss: \_\_\_\_\_ 2015

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. 3793 are: (Please type or print clearly and use additional pages if necessary).

1. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

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

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

2. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

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

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

3. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

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

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

## 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)		

<b>Part I Taxpayer Identification Number (TIN)</b>					
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 <i>How to get a TIN</i> on page 3.					
	Social security number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> <li>1. 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</li> <li>2. 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</li> <li>3. I am a U.S. citizen or other U.S. person (defined below).</li> </ol>	
<p><b>Certification instructions.</b> 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.</p>	

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

### General Instructions

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

### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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](mailto:jpieper@newbritainct.gov)

Date: \_\_\_\_\_, 2015

Subject: Trench Repair Program 2015, Public Bid No. 3838

To Whom It May Concern:

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

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

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper  
Purchasing Agent

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

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

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

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

Project: Trench Repair Program 2015

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

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

ID#: H 20498

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: 3838

Project Town: New Britain

FAP Number:

State Number:

Project: Trench Repair Program 2015

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	28.34
2) Carpenters, Piledrivermen	31.00	22.50

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2a) Diver Tenders	31.00	22.50
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3) Divers	39.46	22.50
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.10	18.55
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4a) Painters: Brush and Roller	31.02	18.55
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4b) Painters: Spray Only	34.02	18.55
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4c) Painters: Steel Only	33.02	18.55
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4d) Painters: Blast and Spray	34.02	18.55
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4e) Painters: Tanks, Tower and Swing 33.02 18.55

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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) 37.05 23.26 + 3% of gross wage

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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 29.74 + 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) 40.31 26.82

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---LABORERS--- -

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8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 27.05 17.80

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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator 27.30 17.80

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10) Group 3: Pipelayers	27.55	17.80
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	27.55	17.80
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12) Group 5: Toxic waste removal (non-mechanical systems)	29.05	17.80
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13) Group 6: Blasters	28.80	17.80
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Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	28.05	17.80
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Group 8: Traffic control signalmen	16.00	17.80
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---

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13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	17.80 + a
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13b) Brakemen, Trackmen	30.37	17.80 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

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14) Concrete Workers, Form Movers, and Strippers	30.37	17.80 + a
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15) Form Erectors	30.68	17.80 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL  
IN FREE AIR:----

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16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	17.80 + a
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17) Laborers Topside, Cage Tenders, Bellman	30.26	17.80 + a
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18) Miners	31.28	17.80 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ----

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18a) Blaster	37.41	17.80 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	17.80 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	17.80 + a
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21) Mucking Machine Operator	37.97	17.80 + a
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----TRUCK DRIVERS----(\*see note below)

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Two axle trucks	28.33	19.14 + a
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Three axle trucks; two axle ready mix	28.43	19.14 + a
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Three axle ready mix	28.48	19.14 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	28.53	19.14 + a
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Four axle ready-mix	28.58	19.14 + a
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Heavy duty trailer (40 tons and over)	28.78	19.14 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.58	19.14 + a
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----POWER EQUIPMENT OPERATORS----

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Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	36.80	22.30 + a
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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)	36.48	22.30 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	35.74	22.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	35.35	22.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.76	22.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	34.76	22.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	34.45	22.30 + 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).	34.11	22.30 + 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.	33.71	22.30 + 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).	33.28	22.30 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	31.24	22.30 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	31.24	22.30 + a
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Group 12: Wellpoint Operator. 31.18 22.30 + a

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Group 13: Compressor Battery Operator. 30.60 22.30 + a

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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 29.46 22.30 + a

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.05 22.30 + a

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Group 16: Maintenance Engineer/Oiler 28.40 22.30 + a

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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 32.71 22.30 + a

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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 30.29 22.30 + a

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\*\*NOTE: SEE BELOW

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

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20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
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21) Heavy Equipment Operator	40.89	6.25%+17.18
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22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
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23) Driver Groundmen	24.99	6.25%+10.87
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23a) Truck Driver	34.07	6.25%+15.41
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----LINE CONSTRUCTION----

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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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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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*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 \$1.00 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 rated capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of: Wednesday, April 15, 2015