

City of Jonesboro
Invitation to Bid - Not an Order
 P.O. Box 1845
 515 West Washington Ave. (72401)

Purchasing Office
 Bid No. 2010:31

Jonesboro, Arkansas 72403
 Date Dec 1, 2010

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until **2:00pm Wed Dec 22, 2010** and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on n/a.

F.O.B. Parks Dept
 Maximum Delivery or completion time after issuance of Purchase Order or work ordered by the City 30 days.

By: **Steve A. Kent**
 Purchasing Agent
 (870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
1	SCOPE: Purpose of this project is to obtain an <u>installed galvanized steel pole sports lighting systems</u> at Allen Park multi-purpose fields in Jonesboro, AR. Davis Bacon Act will apply to this bid. A bid bond of 5% of the total bid price will accompany bid. See page 2. A performance bond will be required for this bid. See page 2. Allen Park Sports Lighting System as per specifications <u>Techline Sports Lighting</u>				<u>\$43,930.00</u>
2	Number of Luminaires proposed for this project: <u>28</u> Estimated time of completion: <u>30</u> days. Bidder shall supply proof of worker's comp insurance if applicable. The City of Jonesboro reserves the right to accept or reject any and or all or any part of any bids received. Bid number (2010:31) <u>must</u> be annotated on the outside of the bidder's envelope Bid <u>must</u> be signed or bid will be rejected. Email Address: <u>pi@green.electrical@sbcglobal.net</u> Fax Number: (870) <u>353-6149</u> Bidder's Federal I.D. # <u>71-0809179</u> This bid requires the Davis Bacon Act. - See attached.				
	Cash Discounts % Days				

Execution of Bid

Date 12-17-10

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.

Arkansas Use Tax Register No. 223121-10-002 Phone # (870) 353-6142

Bidder Pilgreen Electrical Service, Inc. Address 219 N. 1st

By Bobby Pilgreen President City Gunderson, Ar. 71743
(Person Authorized to Sign Bids) (Title)

Unsigned Bids Will Be Rejected

Bids number **MUST** be annotated on Bidder's envelope.
 Bids are subject to rejection unless submitted on this form.
Notice to bidders: See reverse side for instructions and conditions.

CITY OF JONESBORO, ARKANSAS

CONDITIONS OF BIDDING

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent.
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made.
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder. Payment(s) will be made by a pre-numbered check as per Ar Code 14-59-105.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION** -
 - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. SS51-632.SS51-565 as amended.)
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted.
2. Address all bids to: Purchasing Agent, P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
4. State Manufacturer, Brand Name, Model, etc for each item bid on.
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City.
6. Bids received after stated time will not be considered.
7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
10. Additional information may be obtained from the Purchasing Office.

THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.

Click on Purchasing at www.jonesboro.org for any additional information.

EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50306-0712

No. 922078

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

PAMELA G. LAND, NATHANIEL PRICE, BERRY R. BISHOP, BERRY R. BEAU BISHOP JR, ALFRED B. LYNCH, III, CARRIE NIVENS,
INDIVIDUALLY, ARKADELPHIA, ARKANSAS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING FIVE MILLION DOLLARS (\$5,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2011 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 27TH day of FEBRUARY, 2008.

Seals



CHERYL CROWNOVER
Commission Number 719064
My Comm. Exp. Oct. 15, 2011

Bruce G. Kelley

Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6, President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freil

Michael Freil
Assistant Secretary

On this 27TH day of FEBRUARY AD 2008 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freil, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 16, 2011.

Cheryl Crownover

Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 27, 2008 on behalf of Pamela G. Land, Nathaniel Price, Berry R. Bishop, Berry R. Beau Bishop, Jr, Alfred B. Lynch, III, Carrie Nivens are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16 day of December, 2010

David L. Hixenbaugh

Vice-President



15303 Storm Drive • Austin, Texas 78734
Ph: (800) 500-3161 • Fax: (512) 977-8882

TECHLINE 7/2 YEAR WARRANTY


Techline Sports Lighting, LLC will repair or replace any product shipped as part of our Sports Lighting System that proves to be defective for a period of seven years. This warranty covers the cost for both labor and material (excluding lamps) for the first two years. Material will be replaced for the entire 7 years.

Any lamps that prove to be defective during the first year will be replaced at no charge. This includes both parts and labor.

This warranty excludes damage caused by vandalism or major storms & lightning.

Project Name:

Effective Date:

Signed: 
Rodney M. Hawthorne, President

Pilgreen Electrical Service

219 North 1st

Gurdon, AR 71743

Phone (870) 353-6142

Pilgreenelectric@sbcglobal.net

Sports Lighting Projects in Arkansas Since August, 2004

Gurdon School--Football/ Baseball/Softball
Prescott School--Football/Softball
Lincoln School--Football
Caddo Hills School--Baseball/Softball
Arkansas High School--Baseball/Softball
Arkansas Tech. University--Football
Riverview School (Searcy)--Football
Pocahontas School--Baseball/Softball
Bismarck School--Football
Mansfield School--Baseball/Softball
South Conway School (Morrilton)--Softball
City of Nashville (Park)--Softball
City of Monticello (Burlington Field)--Baseball
City of Jonesboro (Joe Mack Campbell)--2 Baseball
City of Hope (Park)--4 Soccer
City of Maumelle (Park)--1 Baseball/2 Softball
City of Hot Springs (Park)--2 Tennis Court
City of Danville--Baseball, Softball, T-Ball
Fouke High School--Softball
Arkansas High School (Texarkana, AR)--Baseball/Softball
Springhill School--Football
Highland School--Football
Lead Hill School--Softball
Melbourne School--Football
Hot Springs High School--Baseball & Softball
Magnolia High School--Softball
City of Marked Tree--4 Baseball/ Parking Lot & Street Light
Searcy School--Football/Baseball/Softball

Other Projects Since August, 2004

Texarkana Community College (Texarkana, TX)--Softball
Maud School (Maud, TX)--Football
City of Rice Texas (Park)--Baseball/Softball
City of Mansfield, LA (Park)--Baseball
Tylertown High School (Tylertown, MS)--Football
Bridgewater School (Bridgewater, MA)--Football
City of Bethlehem, PA--Baseball
Dayton, OH--(Gateway Park)--4 Baseball/4 Softball
City of Webb, AL--Baseball, Softball, T-Ball
Kemp School (Kemp, TX)--Baseball, Softball, Football
City of Bel Air, MD--Cedar Lane Park--1 Soccer
City of Richardson, TX --Breckenridge Park--2 Baseball; Huffine Park--4
Baseball, 1 Soccer and 1 Multi Purpose (Baseball/Football)
Louisiana Leadership Institute (Baton Rouge, LA)--Doug Williams
Stadium--Football
City of Cedar Lane (Cedar Lane, MD)--1 Soccer
City of Texarkana Spring Lake Park/Karr Park--4 Baseball
Edinboro University (Edinboro, PA)--7 Tennis Courts
Empire Stadium (Vancouver, B.C., Canada)--Professional Football Stadium
Lobo Stadium (Longview, TX)--(Football Stadium)
Jackson Prep High School (Flowood, MS)--(Soccer Field)

**Allen Park
Sports Field Lighting Project
Jonesboro, AR**

General Requirements

1. Purpose of this project is to obtain an installed galvanized steel pole sports lighting systems at Allen Park multi-purpose fields in Jonesboro, AR. Each alternate bidder must verify site conditions and provide the proposed photometric design to be included with bid. Photometric design should show a proposed completed field as this project is only lighting one half of a field. Allen Park field is phase II of a two phase project.
 - a. Allen Park project is for two 80' poles with a minimum 14 1500 watt metal halide luminaires on each pole. Additional luminaires may be required to meet the specifications and should be annotated on bid sheet.
2. Scope of work includes auguring holes and erecting light poles with concrete foundations (or equal). Erected pole must be completely prewired to maximum 10 feet above ground with all fixtures properly aimed and ready for operation. Electrical service to the poles is included in this bid as a separate line item. Diagram shows the electrical service available and its proximity at this site. Proposed lighting system should be from a single supplier providing a minimum 7 year warranty including poles, fixtures, pre-wired crossarm assemblies, lamps, and aiming.
3. Entire light system must be shipped complete and ready for installation within 60 days of contract date. Supplier is responsible for delivering complete pre-wired sports lighting system, unloading at job site and staging all material (poles, crossarm assemblies, fixtures, lamps, etc.) at appropriate location based on specified photometric design.
4. Lighting requirement for this field is shown in the attached specifications.
5. All substitute products must include the following information with proposal:
 - a. Photometric design layout for the field showing point by point footcandle levels meeting the attached specifications. All layouts must represent maintained footcandle levels.
 - b. List of three ball field lighting projects completed.
 - c. Guarantee that footcandle levels in (a.) will be met.
 - d. Guarantee that the lighting design and equipment bid meet the footcandle and uniformity of these specifications.
 - e. Descriptive literature on all equipment bid.
 - f. Warranty (minimum 7 year) covering light system being offered.
 - g. Pole foundation designs based on local building codes.
 - h. Statement of exceptions and discrepancies to bid specifications if any.

Allen Park Ball Field Lighting Specifications

A. Lighting Performance

The manufacturer shall supply equipment to meet or exceed the minimum performance criteria as set forth below. A computer generated point-by-point photometric layout meeting the following requirements must be submitted with each bid.

1.0 Lighting levels

- a. The performance criteria for the playing field(s) require lighting equipment which will provide average maintained illumination in footcandles (fc) utilizing Metal Halide fixtures as follows.

	Average <u>Initial (100 hrs)</u>	Average <u>Maintained</u>	(LLF = .80)
Multi purpose Field	35	30	

- b. Bidders shall supply computer generated point-by-point light scans based on 1500 watts and lamp lumens based on manufacturer's recommendations with maintained fc levels. Tilt factors as published by lamp manufacturers shall be determined for each luminaire at its particular aiming angle and included in all calculations.
- c. Initial lumen output of the lamp shall be based upon lamp manufacturers' initial lumen value after 100 hours of lamp operation per ANSI standards. A minimum light loss factor of .95 must be used for calculations.
- d. Average maintained illumination shall be determined by using a light loss factor of .81 per the Illuminating Engineering Society's (I.E.S.) RP-6-88 sports lighting practices (LLF = LLD x BF x LDD x LTF).

2.0 Uniformity

- a. Maximum / minimum ratios shall not exceed: 2.10 : 1
- b. Mounting heights shall be 80 feet above the playing surface using a 4 pole design. Poles must be designed to withstand 90 mph winds using a 1.3 gust factor.

3.0 Field Verification

All testing and computer analysis shall generate values based upon the following grid size and number of target points per LM-5, the IESNA guide for photometric testing of areas and sports lighting installation.

1. Grid Sizes: 30' x 30'
2. Test Points: The minimum number of test points shall be 77.

B. Sports Lighting System

1.0 General Description

The lighting system shall consist of 1500 watt metal halide luminaires, optical reflectors and galvanized steel or concrete poles. Surface mount poles are not acceptable. Crossarms shall be tubular steel type internally pre-wired. Angle iron crossarms are not acceptable.

2.0 Luminaire Assembly

- a. Luminaire Construction
Luminaire must be UL Listed with a minimum reflector diameter of 20 inches. Lens shall be thermal shock and impact resistant, clear tempered glass sealed to reflector by high temperature

silicone gasketing. Lens ring shall be stainless steel or aluminum and secured by a minimum four point latching and a stainless steel hinge.

b. Aiming Requirements

The luminaire manufacturer shall provide target-aiming charts so aiming can be performed. Each luminaire shall have a memory-positioning device for automatic repositioning after re-lamping.

c. Vibration/Durability

To ensure added durability, the Luminaires must pass a 1G, 100,000 cycle vibration test in each of two planes.

d. Lamp Specifications

The lamp shall be 1500 watt Metal Halide rated for 3000 hour life and shall meet ANSI designation BT56 and be manufactured to current industry standards. The lamps used must be commercially available through local electrical distribution. Approved manufacturers: G.E., Sylvania, or equal.

3.0 Crossarm Assembly

a. Construction Material

The luminaire crossarm assembly shall be hot dip galvanized after fabrication to ASTM A123 specifications and be pre-wired for each luminaire. Hand holes to access internal wiring must be provided. All crossarms shall be of tubular steel. No angle iron crossarms will be accepted.

b. Wiring

Poles and crossarms shall be factory pre-wired from the fixture mounting location to the junction box/disconnect at the base of the pole and include a minimum 7 Year Warranty. All wiring shall be jacketed to protect against abrasion. Strain relief devices must also be factory installed on all wires extending down the pole to support the weight of the cables.

4.0 Pole Specifications

The sports lighting pole structure shall consist of a modular pole assembly. This shall consist of shaft components over a precast concrete base.

The pole structure shall be equivalent to MUSCO Light-Structure Green or Techline Sports Lighting TSL60-XFix-Prewired. The pole structure and all appurtenances must be designed, submitted, and manufactured by the same source company to insure continuity and quality of components to the field.

5.0 Delivery/Shipment

The entire sports lighting system shall be delivered to the jobsite the same day in a single shipment by the sports lighting supplier. The supplier shall off-load all material and stage required material at each pole location to eliminate possibility of lost or damaged material. Nearby storage may be provided for small parts.

6.0 Warranty

The Sports Lighting System shall have a minimum warranty of 7 years. Supplier will repair or replace any product shipped as part of Sports Lighting System that proves to be defective for a period of seven years. This warranty covers the cost for both labor and material (excluding lamps) for the first 2 years. Defective material will be replaced for 7 years.

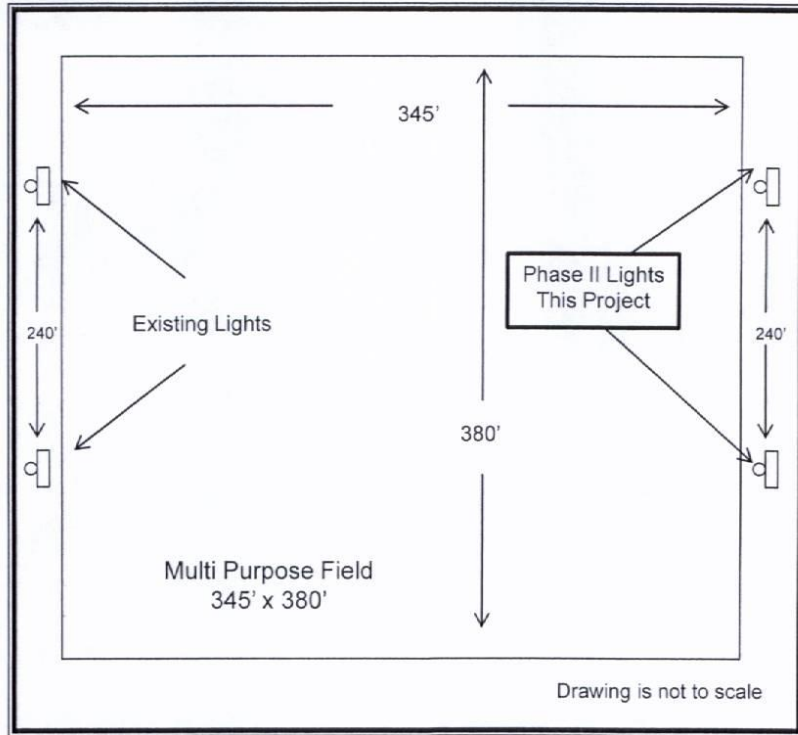
Any lamps that prove to be defective during the first year will be replaced at no charge. This includes both parts and labor. If failure of a lamp occurs during the second year, a new lamp will be supplied at no charge.

This warranty excludes damage caused by vandalism or major storms and lightning.

Allen Park Lighting Project
3609 Race St.
Jonesboro, AR



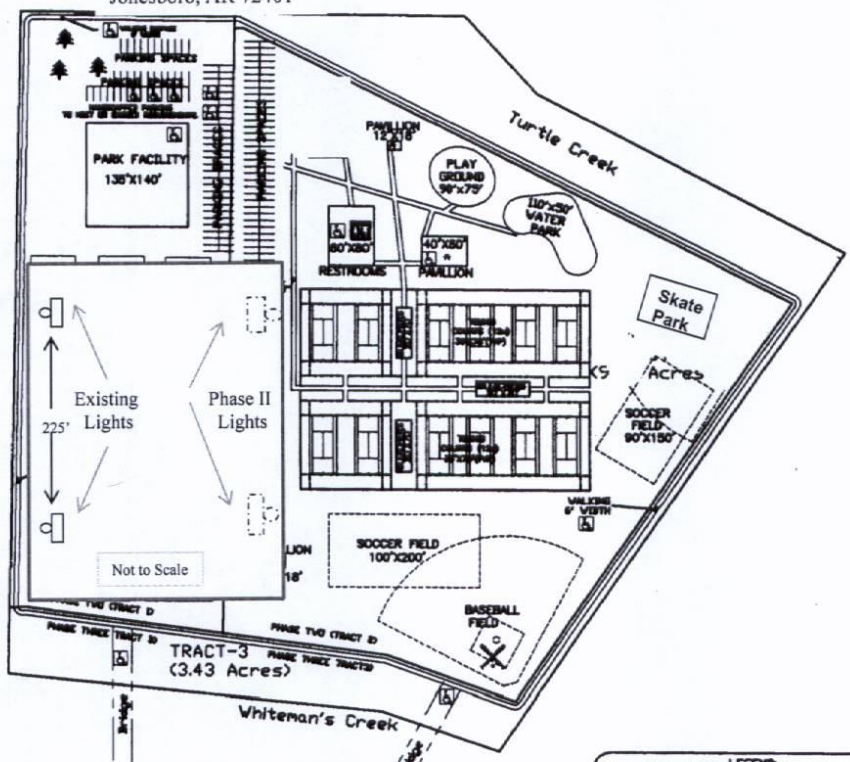
Existing
Transformer
& Elec Panels
480v 3ph



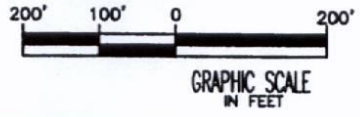
Notes,
Projected Needs; 2 - 80' poles with 14 lights each

REVISIONS			
REV	DESCRIPTION	DATE	REVISION BY:
A	ADDED PLAT OF SURVEY TRACTS 1-3, DATED 8-9-01 PER: TROY L. SHEETS SURVEYING. See Parks and or Grants Dept. for Original Plat Signature copy of Plat.	8-30-01	BC
B	LOCATED ACCESSIBILITY AREAS W/ HANDICAP SYMBOLS. ADDED LEGEND. ADDED NOTE 4.	9-18-01	BC
C	ADDED TENNIS COURT COMPLEX SPECIFICS. DELETED 1 OF 3 (North-PAV. 12X18). RELOCATED BASKETBALL CT 80X100.	9-28-01	BC

3609 Race St.
Jonesboro, AR 72401



LEGEND
 UNIVERSAL HANDICAPPED SYMBOL INDICATES ACCESSIBILITY BY PERSONS WITH DISABILITIES, INCLUDING PARKING, ACCESS ROUTES, RAMPS, PAVED WALKING TRAILS, BRIDGES, ETC.



- NOTES:
- 1.) Park total 18.58 Acres +/-.
 - 2.) DRAWING TO BE USED FOR LAND USE PURPOSES ONLY.
 - 3.) THIS DRAWING UNCERTIFIED FOR INFORMATION ONLY.
 - 4.) PLAT OF SURVEYS FOR TRACTS 1, 2 & 3 SURVEYED BY LICENSED SURVEYOR TROY L. SHEETS DATED 8-08-01.

CITY OF JONESBORO

ALLEN PARK
PROPERTY LANDUSE SITE MAP

DATE DRAWN: 8-07-01	SIZE A	AutoCADMap DWG FILE NAME: AllenPark B 6 01	REV C
DRAWN BY: BOYD CARDWELL	SCALE: 1" = 200'	SHEET: 1 OF 1	

GENERAL DECISION: AR20100161 07/30/2010 AR161

Date: July 30, 2010
General Decision Number: AR20100161 07/30/2010

Superseded General Decision Number: AR20080161

State: Arkansas

Construction Type: Building
Building Construction

County: Craighead County in Arkansas.

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

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	05/21/2010
3	07/30/2010

BOIL0069-001 01/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 27.63	13.96

ELEC1516-001 03/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 22.46	10.01

IRON0167-007 05/01/2008

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 21.00	10.46

* PLUM0155-002 08/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 23.51	7.75

SUAR2008-115 11/20/2008

	Rates	Fringes
ASBESTOS WORKER/MECHANICAL INSULATOR.....	\$ 18.67	0.00
BRICKLAYER.....	\$ 18.77	0.00
CARPENTER, Including Form Work...	\$ 14.77	0.00

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.

END OF GENERAL DECISION

Section 3 Clause of the Housing and Urban Development Act of 1968

Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Contractor and any of the Contractor's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor's subcontractors their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or

training.

Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.