

REQUEST FOR PROPOSAL (#8939)

BY THE CITY OF WATERBURY ON BEHALF OF THE WATERBURY LAND BANK AUTHORITY

FOR THE CONSTRUCTION OF TWO PREFABRICATED MODULAR HOUSING DUPLEXES

The City of Waterbury, (hereinafter “City”), on behalf of the Waterbury Land Bank Authority is seeking Proposals from qualified general contractors to carry out the new construction of **two (2) prefabricated modular (duplex) housing units** on two independent but contiguous parcels located at 234 and 238 Orange Street, Waterbury, Connecticut. (the “Project”) Said Project is more specifically described in **Attachment G**. The property information including a proposed site sketch with building envelope is identified in **Attachment E**. This RFP process shall be conducted consistent with the provisions of the City of Waterbury Code of Ordinances, Chapters 38-39, also known as the City’s Purchasing Ordinance. The RFP process shall be administered by the City of Waterbury Purchasing Department.

A. Background and Intent

The purpose of this RFP is to secure a qualified general contractor with either: experience in prefabricated modular housing development and experience in site work in Waterbury or similar urban areas; or experience as a general contractor with the ability to procure and acquire modular home units from a reputable modular home manufacturer, and has extensive experience in site work in Waterbury or similar urban areas. The general contractor should have experience or knowledge of HUD Grant Guidelines.

The general contractor will be required to be familiar with federal requirements, as published within HUD’s Grant Guide, (see section 5 of the below grant guide, pages 16 – 27) CPF Grant Guide - July 2026 Version 1.0. (Pages 16 to 27 of this guide as noted, are included within this RFP for reference as **Attachment L**.)

Since the project will include a prefabricated modular home development whereby the units are manufactured within the manufacturers warehouse, HUD Davis Bacon and Section 3 requirements do not apply to the units per se. These requirements are required, however, for any work done on the site.

The WLB will work with the general contractor to qualify local contractors as it pertains to the Section 3 requirements.

The HUD Section 3 Documentation (includes 13 pages) included as Attachment K.

The Waterbury Land Bank Authority (“WLB”) has received funding from the U.S. Department of Housing and Urban Development (HUD) via the CT State Congressionally Directed Spending Initiative (“CDS”) FY 2024 to construct two (2) duplexes/ of prefabricated modular construction (housing units) on two independent but contiguous parcels located at 234 and 238 Orange Street which is within the W.O.W. (Walnut Orange Walsh) Neighborhood within the City of Waterbury. Each parcel will be improved with one modular duplex unit along with necessary site work to accommodate a driveway and three (3) on-site parking spaces, and accessory landscaping. (Please see Attachment G.)

This RFP is seeking qualified and professional general contractors who have an established track record. An established contractual relationship with a prefabricated modular housing manufacturer is a plus but not required.

The WLB owns the parcels which are subject of this RFP with each parcel being suitable for housing development. Each parcel will be independently developed with a two-story duplex.

The proposed width of each modular unit is 24 LF which is in accordance to City Planning and Zoning requirements. The proposed SF area of each unit will be 900 to 950 SF. The desired number of bedrooms per unit is three on the first floor and at least two on the second floor. We would anticipate each duplex to have a crawl space (basement not required.) Each unit shall also have public utilities (gas and electric) and HVAC units with air conditioning.

The contractor will work with the WLB on this project, and in accomplishing this goal. The WLB anticipates that the selected contractor would provide a fee proposal for the work described and outlined in **Attachment J**. The WLB will assist the general contractor as a liaison with the City. It has been determined that all permit fees by the City will be waived, therefore, permit fees are not included in the cost proposal.

Project Information in Attachment G, includes a project summary, concept plan with building envelope sketch, a sample floor plan(s), and a proposed timeline. It is assumed that the foundation will include an appropriate crawl space to accommodate site infrastructure /hook ups, or other mechanicals. No basement is required.

Property Information in Attachment E, includes a location map, tax map for each parcel, assessor property card, and a survey of the property. The contractor may come to the WLB office to review the survey if needed. Additionally, the WLB has completed a Phase 1 environmental area assessment of the site; and a HUD environmental study. No contaminants were observed during these studies.

It is the intent of the WLB for the Successful Proposer to furnish all labor, services, materials, tools, equipment, transportation and incidentals necessary to execute and properly finish the Project, as detailed and described herein.

Funding for this Project is provided through HUD's FY2024 Economic Development Initiative - Community Project Funding (HUD-CPF). A copy of HUD's Grant Guide will be provided to the general contractor at the time of the mandatory site visit. Contractor is required to conform to and comply with all applicable requirements set forth therein. This compliance requirement includes applicable Federal statutes, issued by the Department of Housing and Urban Development (HUD.) This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19, Government Debarment and Suspension.

B. Qualifications

Eligible General Contractors/Proposers will be those individuals, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the Work, Services and/or Items to be procured as detailed and described in the RFP.
2. Ability to undertake and complete the Scope of Services.

3. Proven track record in providing the type of Work, Services and/or Items required by the RFP.
4. Proven track record of meeting project budgets (if provided) and contract timelines.
5. Adequate staff/employees to complete the Scope of Services in a timely manner.
6. Knowledge of, and compliant with, all applicable Federal, State, and City of Waterbury laws and regulations governing the services to be provided under this RFP.
7. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Agreement Period, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.
8. Proposers shall be registered with the State of Connecticut Secretary of State to do business in the State of Connecticut.
9. Proposers shall have knowledge and/or experience in prefabricated modular home construction, have experience in performing housing construction site work in urban areas.

C. Scope of Services

1. Scope of Work Summary. The scope of work for this Project includes: contracting with and purchasing modular units from the prefabricated housing manufacturer; ordering the housing units in unison with working on the design details with the WLB; securing any/all approvals/permits etc. with the City of Waterbury; preparing site work for development; delivering housing units to the site and assembling said units; completing final construction details for occupancy; working through and obtaining Certificate of Occupancy; working with the Waterbury Land Bank Authority on pre-sales of units.
2. Proposer's attention is directed to the Property Information (**Attachment E**), for the development of two duplex, prefabricated, modular housing units, and to the Project Information regarding the housing units (**Attachment G**) which describe and illustrate the work and services associated with this RFP.

D. Agreement Period

1. Any award of work equal to or greater than \$50,000.00 shall require a formal Contract. If a Contract is awarded as a result of this RFP, the Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the Waterbury Land Bank Authority's written Notice to Proceed, which shall occur after contract execution by both parties.

E. Insurance

The Successful Proposer (also referred to herein as "Contractor") shall provide insurance as set forth in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, with a minimum "A- "Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The WLB is an Equal Opportunity and Affirmative Action employer and does not discriminate in hiring, employment, or business practices. Small, minority and women business enterprises are encouraged to submit a Proposal in response

to this RFP. The WLB is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. WLB is compliant with Title VI of the Civil Rights Act of 1964.

2. RFP Documents

In order to view, download and receive all RFP related documents and notifications issued by the City, potential Proposers must register online at the **City of Waterbury's procurement website** (<https://waterburycct.procureware.com/register>).

Please note that completion of the registration process requires entry of a valid email address and selection of at least one category classification.

3. Information Session

There will be a Mandatory Information Session and Site Visit with respect to this RFP on Thursday, October 1, 2026 at time 12:00 PM, at the site location 234 Orange Street, Waterbury, CT

4. All questions, requests for clarification and communications about this RFP and submission requirements **must be submitted through the City of Waterbury ProcureWare website and must be received by 2:00 PM on October 6, 2026.** Prospective Proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director.

Addenda responding to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP, will be available via the City of Waterbury ProcureWare website by 2:00 PM on October 13, 2026.** It shall be the responsibility of the Proposer to download this information. If you have any procedural questions in this regard, please contact the Purchasing Director or such other person otherwise designated by the Purchasing Director.

G. Management

Any contract resulting from this RFP will be between the Waterbury Land Bank Authority and the Proposer and shall be managed exclusively by the Waterbury Land Bank Authority Executive Director.

H. Conditions

The submission of a Proposal will be considered conclusive evidence that the Proposer is willing to adhere to, and is in agreement with, the following conditions, as well as all other terms, conditions and requirements of the RFP:

1. All proposals in response to this RFP are to be the sole property of the WLB. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining

freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract or purchase order awarded as a result of the RFP is to be the sole property of the WLB.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the Waterbury Land Bank Authority.
4. The Proposer agrees that the proposal will remain valid for a period of at least **One Hundred Twenty (120) consecutive calendar** days after the closing date for the proposal submission and may be extended beyond that time by mutual agreement.
5. The WLB may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the WLB deems it to be necessary, appropriate or otherwise in the best interests of the WLB. Failure to acknowledge receipt of addendums may result in a proposal not being considered. At the option of the City's Director of Purchasing, the WLB may provide all Proposers with a limited opportunity to remedy any technical deficiencies identified by the WLB in their initial review of proposals.
6. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the Proposal during the course of the agreement period must be approved by the WLB, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the WLB. At its discretion, the WLB may require the removal and replacement of any of the Proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the WLB.
7. All subcontractors hired by the Proposer awarded a contract as a result of this RFP must have prior approval of the WLB prior to and during the Agreement Period.
8. Any costs and expenses incurred by Proposers in preparing or submitting Proposals are the sole responsibility of the Proposer.
9. A Proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the WLB to satisfactorily meet the requirements set forth or implied in the Proposal.
10. No additions or changes to the original Proposal will be allowed after submittal, except as may be allowed by the WLB, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of Proposals may be required by the WLB at the Proposer's sole cost and expense. The final price and scope of services of any contract resulting from this RFP may be negotiated with responsible Proposers.

11. The Proposer may be required to give presentations to the extent necessary to satisfy the WLB's requirements or needs. In some cases, Proposers may have to give presentations or further explanation to the RFP selection committee established by the WLB.
12. The Proposer represents and warrants that the Proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the WLB participated directly in the Proposer's Proposal preparation.
13. The Proposer represents and warrants that it has (a) examined the RFP thoroughly, (b) familiarized itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) studied and carefully correlated the Proposer's observations and findings with the requirements of the RFP Documents.
14. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
15. If a Contract is awarded as a result of this RFP, the Successful Proposer must accept the WLB's standard agreement language (see **Attachment B**). Further, submission of a Proposal will constitute an incontrovertible representation by the Proposer that Proposer accepts the terms contained in **Attachment B**.
16. Execution of Contract and Conditions. Time is of the essence, and subsequent to a Notice of Award, if any, to the Successful Proposer, multiple unsigned copies of a Contract and all other applicable contract documents (if a Contract is awarded as a result of this RFP) will be made available to the Successful Proposer for execution. Within ten (10) consecutive calendar days, thereafter, Successful Proposer shall fully complete, execute and return all copies of the contract and all other applicable contract documents, including without limitation, acceptable certificates of insurance, a Corporate/LLC Resolution, and all required bonds to the WLB. Thereafter, upon all required reviews, approvals, and the WLB signature, the WLB will deliver one fully executed copy of the contract to Successful Proposer.
17. Should the Successful Proposer fail to timely execute and deliver the Contract, evidence of insurance, or fail to timely fulfill any other such preconditions, the WLB may, at its option and discretion, rescind the Notice of Award and thereafter negotiate with the next ranked Proposer, or may reject all Proposals.
18. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the Proposer and the WLB and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties.

19. The WLB shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by the WLB. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the Proposer and signed by the Executive Director of the WLB.

I. Proposal Requirements & Required Format

1. One original (clearly identified as such) and five paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on October 23, 2026**. **Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

- a. Proposals shall be submitted as directed herein. At the WLB/City's discretion, failure to do so may result in disqualification.
 - b. Proposals must set forth accurate and complete information in connection with each of the items/documents listed below, and all forms shall be fully completed and properly executed, and completed in ink or typed written, with all requested contact information (name, address, etc.) provided. All required signatures and notarizations shall also be provided.
 - c. Proposals must be single sided, bound or stapled and Proposers shall make the requisite copies of all forms, etc., as required.
 - d. Proposer is solely responsible for ensuring its Proposal is received by the Director of Purchasing, at the location indicated, on or before the above-stated time and date. The City will in no way be responsible for any delays in delivery, regardless of cause.
2. **Proposals must include the following items (summarized below) as part of their Proposal submission:**
 - Contract Compliance Documents (**Attachment A**)
 - Non-Collusion Affidavit and Addenda Acknowledgment (**Attachment C**)
 - Price Proposal (**ATTACHMENT J**)
 - a. **Contract Compliance Documents (Attachment A)**
 - i. Proposer shall fully complete and include as part of its Proposal submission the following Contract Compliance Documents (**Attachment A**):
 - Certification Regarding Debarment
 - Annual Statement of Financial Interests

- Disclosure & Certification Affidavit Regarding Outstanding Obligations
- ii. If a Contract is awarded as a result of this RFP, the Successful Proposer shall complete and sign a Corporate/LLC Resolution, as applicable, (see **Attachment A**) and date it the same day the Successful Proposer signs the Contract.

b. Non-Collusion Affidavit and Addenda Acknowledgment (Attachment C)

- i. Proposer shall fully complete and include as part of its Proposal submission **Attachment C** addressed to Mr. Kevin McCaffery, which, in part, includes a statement by the Proposer accepting all terms and conditions and requirements contained in the RFP, as well as affirmative statement certifying that the Proposer has not colluded with any other Proposer.
- ii. Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per **Attachment C**.

c. Sample Proposal Security (Attachment F)

- i. Any Proposal with a Total Price Proposal of over Fifty Thousand Dollars (\$50,000.00) shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount **of ten (10) percent of the Proposer's Total Price Proposal.**
- ii. Proposer's attention is directed to **Attachment F** for an example of Proposal Security acceptable to the City.

d. Proposer Qualification Statement (Attachment H)

Proposer shall fully complete and include as part of its Proposal submission the Contractor Qualification Statement (**Attachment H**).

e. CHRO/State Set-Aside Requirements - THIS REQUIREMENT DOES NOT APPLY TO THIS RFP

- i. The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by Public Act 23-204 and Public Act 25-168. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.
- ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to

meet the 25% set-aside goals.

- iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

f. Section 3, Housing and Urban Development Act

- i. Section 3 of the Housing and Urban Development (“HUD”) Act typically applies to all contractors or subcontractors that receive contracts with Two Hundred Thousand Dollars (\$200,000.00) or more of HUD funding . Proposer’s attention is directed to HUD Section 3 Documentation included in this RFP (**Attachment K**) and to Section 15 of the City’s standard agreement language (see **Attachment B**) for additional information regarding the requirements and application of Section 3 of the Housing and Urban Development Act.
- ii. **HUD Section 3 requirements apply ONLY TO THE SITE WORK FOR THIS PROJECT.**
- iii. Proposer, therefore, shall complete and submit as part of its Proposal submission the following (see **Attachment K**):
 - A completed **Assurance Compliance Form** (i.e., a completed Exhibit 4 of HUD Section 3 Documentation), and,
 - An **Economic Opportunity Plan** in accordance with Exhibit 5 of HUD Section 3 Documentation).

g. CT-DAS Contractor Prequalification Requirements - THIS REQUIREMENT DOES NOT APPLY TO THIS RFP

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

3. Exceptions and Alternatives, Expected City Services

Proposals may, at Proposer's discretion, contain the following:

1. Exceptions and Alternatives. Proposers wishing to take any exceptions or provide alternatives to certain provisions and/or requirements of the RFP shall state and explain such exceptions/alternatives; however, **no exceptions or alternatives to the WLB's standard agreement language (see Attachment B), will be considered.**
 - a. The WLB may accept Proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein as well as consider such exceptions and alternatives in evaluating Proposals. Any exception or alternative must be clearly delineated referencing the specific provision(s) and/or items at issue (plus, include pricing information, where appropriate) and cannot impermissibly affect the substance of this RFP. Further, the volume of exceptions/alternatives taken will be a consideration in evaluation of Proposer's Proposal.
 - b. The WLB, in its sole discretion, may accept some or all of the proposed exceptions, alternatives or additions or reject same. Any exception, alternative or addition that has not been accepted by the WLB in writing is deemed rejected.
2. Anticipated services to be provided by the WLB. Identify the nature and scope of the services that would be generally required in undertaking this project.
3. The taking of any exception or proposing of any alternative or addition, as well as the identification of any anticipated services by the City/WLB, is not binding on the WLB, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the WLB and the Proposer.
4. Cost Schedule. Proposals shall include a fee schedule according to the Attachment J Cost Proposal for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses, as per **Attachment J. Any items considered essential to the development of this project but are not included in the cost schedule attachment J may be written in and separately itemized and clearly noted that the additional cost would be an option if the WLB agreed to the inclusion of this item. (For example: air conditioning.)** This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since WLB may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: WLB is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the Proposer in understanding the WLB requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal;
- b. Qualifications, experience, expertise and capabilities of the Proposer;
- c. The extent to which the goods or services meet the WLB's needs;
- d. Ability to provide Services as required;
- e. Ability to comply with the required timeline for delivery of services or goods;
- f. Adequate financial resources for performance, including bonding capacity;
- g. Proposer's references/satisfactory record of past performance, and
- h. Competitiveness of Proposer's Price Proposal.

2. Selection Process

- a. The WLB will have the Proposals evaluated by a Selection Committee as part of the selection process. If deemed necessary, the WLB reserves the right to arrange for interviews/oral presentations as part of the selection process.
- b. The Successful Proposer shall, if requested by the WLB, provide the WLB with an updated/revised Price Proposal, scope of services and schedule of performance.

K. Rights Reserved

1. The WLB reserves the right to award in part, to reject any and all Proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior WLB contract, or if the Proposal impermissibly limits or modifies any of the terms and conditions and/or specifications of the RFP. The City/WLB also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the WLB will be served.
2. **Nothing in this RFP shall require that the WLB accept the lowest Price Proposal.** Instead, the WLB reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interest of the WLB.
3. The WLB reserves the right, in its sole discretion, to reject any Proposal, in whole or in part, based upon Proposer's prior history with the WLB or with any other party that demonstrates, without limitation, failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts or purchase orders or significant failure(s) to meet contractual obligations or if the Proposal is nonresponsive or contains pricing that is abnormally low or high or if it appears

unrealistic in terms of technical commitment, shows a lack of technical competence, or indicates a failure to comprehend the risk and complexity of a potential contract or the underlying project.

L. Federal, State and Local Employment Requirements

1. The Successful Proposer must meet all local, State, and Federal affirmative action and equal employment opportunity practices and requirements.
2. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Contractor certifies that it is familiar with all laws and regulations that may affect costs, progress, and performance of the work, including BABAA requirements.

a) Instructions to Contractors

Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

b) General or Supplemental Conditions

Definitions Section:

Build America, Buy America Act (BABAA) – Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

Construction Materials – Those articles, materials, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall.

Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

Manufacturer's Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

Contractor's Responsibilities Section:

All products must meet BABAA requirements.

Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacturer is used in the bidding, a statement that each applicable Manufacturer will comply with BABAA, must be included with the bid submission. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA requirements and documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA compliant documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. An approved Manufacturer's Certification or waiver prior to items being delivered to the project site is required.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

Domestic Preference: Iron and steel products, Manufactures Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58.

M. Performance and Payment Bonds

- A. The Proposer to whom a contract is offered, must furnish to the City/WLB, if that contract has a total cost greater than Fifty Thousand Dollars (\$50,000.00), a 100 percent Performance Bond and a 100 percent Payment Bond each with a surety company acceptable to the City and in a form acceptable to the City.

N. Prevailing Wages

State Prevailing Wages - NOT APPLICABLE

Davis-Bacon (Federal) Prevailing Wages - Required for work done on-site.

Proposers are advised that Davis-Bacon prevailing wage rates apply to this Project (on-site work). The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the U.S. Department of Labor. Bidder's attention is directed to the attached wage rate schedules and documentation. Proposer's attention is directed to Attachment M – Wage Rate Documentation.

O. Additional Federal Policy Requirements

1. The proposer shall not use grant funds to promote "gender ideology", as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Proposer understands that Waterbury Land Bank has agreed that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposed of section 3729(b)(4) of title 31, United States Code. Accordingly, Proposer certifies that it will comply with all applicable Federal anti-discrimination laws;
3. The Proposer certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Proposer shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment;
5. The Proposer must conduct its work in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws;
6. The Proposer will not use any monies paid under the contract in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

P. City SAMPLE Payment Application Forms

Sample Payment Application forms (see **Attachment I**) are attached for the Proposer's use. Payment Applications for completed work must be submitted, in such numbers of copies as may be designated by the City, utilizing these forms. Alternate payment application forms may be utilized provided they are approved by the City, in writing, by the City. Successful Proposer is to furnish a draft copy of completed forms for review and approval by the City prior to submitting any invoices.

END OF SECTION

Index of Attachments:

Attachment A- Contract Compliance Docs

Attachment B- Sample Contract

Attachment C- Non-Collusion Affidavit and Addenda Acknowledgment

Attachment D- Insurance Requirements

Attachment E- Property Information

Attachment F- Sample Proposal Security

Attachment G- Project Information and Drawings

Attachment H- Proposer Qualification Statement

Attachment I- Sample Payment Application forms

Attachment J- Price Proposal

Attachment K- HUD Section 3 Documentation

Attachment L- HUD's Grant Guide Federal Requirements; pages 16-27

Attachment M- Davis-Bacon Federal Prevailing Wages

Attachment A

Contract Compliance Docs

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)
(Term of Contract)

(Service or Commodity Covered by Contract)
(Term of Contract)

(Service or Commodity Covered by Contract)
(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)
(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)
(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)
(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☐

(Name of Official)

(Position with City)

--

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

--

(Nature of Business Interest)
(e.g. Owner, Director etc)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of _____

SS.: _____

County of _____

_____, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** _____ of _____ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

— Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

By: _____
Name of General Partner/ Sole Proprietor

State of _____)
) SS

_____ being duly sworn,

Subscribed and sworn to before me this _____ day of _____ 202 .

My Commission Expires: _____ (Notary Public)

Name of Corporate Signatory

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

Attachment B

Sample Contract

**SAMPLE
CONSTRUCTION CONTRACT
RFP 8939**

**For
THE W.O.W. NEIGHBORHOOD REVITALIZATION PROJECT**

**Between
The Waterbury Land Bank Authority
and
[Contractor Name]**

THIS CONTRACT, effective on the ____ day of _____, 2026, is by and between The Waterbury Land Bank Authority, 207 Bank Street, Third Floor, Waterbury, CT 06702 (the "Owner") and [Contractor Name] a _____ organized and existing pursuant to the laws of the State of _____, with an address of [Address] (the "Contractor").

WITNESSETH THAT:

WHEREAS, the Owner has received funding from HUD via the CT State Congressionally Directed Spending Initiative ("CDS") FY 2024 to construct two (2) duplex housing units on two independent but contiguous parcels located at 234 and 238 Orange Street located within the W.O.W. (Walnut Orange Walsh) Neighborhood within the City of Waterbury. (the "Project"); and

WHEREAS, the City and the Owner have entered into an Assistance Agreement (the "Assistance Agreement") to further assist the Waterbury Land Bank with neighborhood revitalization efforts in the amount of Three Hundred Thousand Dollars (\$300,000.00), dated _____, which Agreement is incorporated herein by reference, and which provides, inter alia, that the Project shall be bid through the City; and

WHEREAS, the U.S. Department of Housing and Urban Development and the Owner have entered into a Federal Award Agreement (the "Award Agreement") to further assist the Waterbury Land Bank with neighborhood revitalization efforts in the amount of One Million Forty-Five Thousand Dollars (\$1,045,000.00), dated _____, which Agreement is incorporated herein by reference, and which provides, inter alia, that the Project shall be bid through the City; and

WHEREAS, the Contractor submitted a bid to the City for the Project in response to Request for Proposal ("RFP") Number 8939; and,

WHEREAS, the City accepted the Contractor's bid for RFP Number 8939; and

WHEREAS, the Owner desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Contractor hereby covenant and agree as follows:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the Owner. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1 The Project consists of the construction of two (2) duplex housing units on two independent but contiguous parcels located at 234 and 238 Orange Street located within the W.O.W. (Walnut Orange Walsh) Neighborhood within the City of Waterbury as detailed and described in the Bid Documents in **Attachment A. Attachments A-D** and are hereby made material provisions of this Contract and shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

Attachment "A" shall consist of the following:

- Project plans, specifications, drawings, supplemental conditions
- Bid Forms, including the Bid documents and the Contractor's responses
- Bid Addenda, dated _____;
- Any and all amendment(s) and Change Orders, issued by the Owner after execution of Contract (incorporated by reference)
- Performance Bond and Payment Bond
- Certificates of Insurance
- Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference)
- All applicable Federal, State and local statutes, regulations charter and ordinances attached hereto and made part hereof and included in Attachment D (incorporated by reference)
- All permits and licenses (incorporated by reference)
- Contractor's Certification regarding Federal Policy Requirements

Attachment "B" shall consist of the Assistance Agreement;

Attachment "C" shall consist of all required insurance certificates; and

Attachment "D" shall consist of any and all other miscellaneous required documentation.

1.2 The entirety of **Attachments "A" through "D" plus this executed Agreement**, are together deemed the Contract Documents (hereinafter collectively referred to as the "Contract Documents"). The Owner's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

- i.** Contract Amendment(s) and Change Orders
- ii.** Contract

- iii. Contractor's Bid Form
- iv. Federal, State, and local laws, regulations, charter and ordinances
- v. Technical Specifications
- vi. Drawings

2. Representations Regarding Qualification and Accreditation. The Contractor represents that it, its employees, its subcontractors and its subcontractors' employees are licensed to perform the scope of work set forth in this Contract. The Contractor represents that it is specialized in construction of prefabricated modular housing, and has an established relationship with a modular housing manufacturer. The Contractor further represents that it, its employees, its subcontractors and its subcontractors' employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work, and understands, acknowledges and agrees that the Owner relies upon these representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2 Representations regarding Qualifications. The Contractor represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees shall be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract are in full compliance with those statutes, regulations and ordinances. Upon Owner's request, the Contractor shall provide to the Owner a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the bid documents, including, but not limited to the plans, specifications, drawings, any addenda thereto, and any other documents for RFP Number 8939. The Contractor hereby warrants and represents that, prior to the submission of its proposal during the bid process, it reviewed or was afforded the opportunity by the City and the Owner to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or

products resulting from the failure of the Contractor to complete due diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the bid process to ask any questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct Due Diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the Owner and the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's Bid Documents and other documents for RFP Number 8632 (collectively "Bid Documents");

3.1.7 it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8 it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Compensation amount hereinafter set forth within the Contract Time and in accordance with the other terms and conditions of the Contract; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purpose; and

3.1.10 it shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the Owner, who shall make such corrections

and interpretations as may be deemed necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the Owner reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, the Owner may, but shall not be required to, correct same at Contractor's expense. The Owner shall confirm in writing any oral notice given within five (5) days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense: (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the Owner pursuant to Section 8 below.

3.4. Working Hours. The Contractor shall coordinate its schedule so that work on and at the Project site is performed during reasonable times of the day in conformance with any and all State statutes and/or City ordinances. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish, tools, scaffolding and surplus materials from and about the Project site and shall leave the work site "broom clean" or its equivalent, unless more exactly specified in any Contract Document. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

3.6. Intentionally Omitted.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. Specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of the Owner.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of Owner in Contractor's operation at the site.

3.8. Contractor's Employees. The Contractor shall at all times enforce strict

discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the Owner, substitute, terminate, replace or otherwise remove any Contractor employee or subcontractor expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in Contract Documents, or (2) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the Owner before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in the Contract Documents, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Scope of Services.

3.11. Permits and Licenses. Unless expressly stated to the contrary in the Contract Documents, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's Scope of Services, and for the Owner's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the site. One (1) copy each of such instructions shall be furnished to the Owner.

3.13. Review by the Owner the City and the Secretary. The Contractor shall permit the Owner, the City and/or the Secretary of Housing and Urban Development and their duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

4. Responsibilities of the Owner. Reservation of Rights. Upon receipt of Contractor's written request for specific information, the Owner, as appropriate, will provide the Contractor with existing documents, data and other materials that the Owner believes are necessary and appropriate to the services to be performed by the Contractor hereunder and the

Owner will endeavor to secure, where feasible and where the Owner believes it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1 The Owner may, in its sole discretion, designate person(s) to act as its Project engineer(s) and/or manager(s) and the Owner may, in its sole discretion, define such person(s) authority and responsibilities.

4.2 The Owner reserves the right to (i) perform work related or unrelated to the Project with Owner's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the Owner shall be complied with by all.

5. Contract Time. The Contractor shall complete all work and services required under this Contract [within [number in words] ([number]) consecutive calendar days of Owner's issuance of a written Notice to Proceed] ("Contract Time").

5.1 Time is and shall be of the essence for all Project milestones, intermediate completion dates and the Final Completion Date for the Project. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time is reasonable for the completion of the Project.

5.2 Prior to the commencement of any work on the Project site, the Contractor shall submit for the Owner's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the Owner a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.3 If the Contractor fails to complete the work within the time specified in the Contract, the Contractor shall pay liquidated damages to the Owner in the amount of _____ per day.

6. Compensation. Owner is exclusively responsible for the payment of compensation earned by Contractor under the terms of this Agreement. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Contract Price. The fee payable to the Contractor hereunder shall not exceed [amount in words] Dollars (\$[amount]) (the "Contract Price") as

increased or decreased by virtue of any change orders as provided for elsewhere herein.

6.2. Payment.

[By way of no more than [Number in words] ([number]) progress payments and one (1) final payment, each within thirty (30) days of:

(i) **Completion of the Project work and services to be provided under this Contract based upon the completion of the following percentages of the total work as verified in writing to the Owner by the City Construction Specialist and/or Owner's Licensed Professional, as applicable:**

- a. [Percentage of total Project work completed];
- b. [Percentage of total Project work completed];
- c. [Percentage of total Project work completed];
- d. [Percentage of total Project work completed];

(ii) **Delivery to the Owner by Contractor of evidence of Contractor, subcontractor and Project materials payment for each such percentage of completion in accordance with the provisions of this paragraph 6; and**

(iii) **Delivery to the Owner by Contractor at appropriate times of certificates of occupancy, all City permits, certificates of approvals, and a lead clearance, as applicable.]**

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. above and is further limited to work (i) performed in fact, (ii) conforming to this Contract, and (iii) accepted in writing by the Owner. Such compensation shall be paid as set forth in Section 6.2 by the City, on Owner's behalf, upon Owner's and City's review and approval of the Contractor's invoices for payment and review of the Contractor's work; provided, however, that should there be a disagreement between the City and Owner as to what amount payment should be made to the Contractor, the City's decision shall prevail.

In that this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all payment(s) shall fully comply with all relevant Federal and State statutes and regulations.

6.4. Retainage. Retainage in the amount of [percentage in words] percent ([percentage]%) of any payment shall be withheld until the expiration or release of any mechanic's, laborer's, materialman's, warehouseman's or other lien filed against the Property or ninety-one (91) days after final acceptance by the Owner of all work covered by this Contract, whichever is later.

6.5. Bid Costs. All costs of the Contractor in preparing its bid for RFP Number 8939 shall be solely borne by the Contractor and are not included in the compensation to be paid to the Contractor under this Contract or any other agreement.

6.6. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the Owner for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all of its employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before any progress payment, if applicable, and before final payment is made, the Contractor shall furnish to the Owner a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.7. Liens. Payment to Contractor hereunder shall not become due until the Contractor shall deliver to the Owner a complete release of any and all liens or potential liens from itself and/or any and all of its subcontractors arising out of this Contract, or receipts paid in full in lieu thereof, and, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify the Owner against any such lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner any and all money that the City, the Owner may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.8. Permits. No payments under this Agreement shall be made to Contractor until, where applicable, all permits required for the work have been obtained by the Contractor and provided to the Owner.

6.9. Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, (ii) substantial completion of the Project, and (iii) final completion of the Project, the Contractor shall file with the Owner a written, notarized affidavit on a HUD form to be provided by the Owner setting forth the amount of Project work performed. The Owner reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.10. Payment. The payment by the City of any financial assistance for the Project shall be paid pursuant to and in accordance with the provisions of the Assistance Agreement between the City and the Owner. In no event shall the City have any obligations for payment of the Contractor for the Project.. All payments that may become due under this Agreement are due exclusively from Owner to Contractor, the Owner and Contractor hereby so acknowledge and agree. Term of payment by Owner to Contractor should be net thirty (30) days after invoicing unless agreed otherwise.

7. Warranty of the Contractor. The Contractor warrants to the Owner that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of specified quality or good quality if not specified, except as otherwise expressly stated and permitted by the Owner elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract for a period of the greater of (i) one (1) year after the Final Completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **ATTACHMENT "A"**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the Owner copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, any other remedy stated in this Contract or otherwise available to the Owner under applicable law.

7.2 The Contractor represents, warrants, covenants and certifies that it will comply with all federal, state and local laws, regulations, codes and guidelines of this Contract. Contractor understands that such compliance is a requirement of this contract and failure to comply constitutes a substantial breach of this Contract.

8. Passing of Title and Risk of Loss.

8.1. Owner's beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's Final Completion of the Project or prior to the final payment for the Project shall neither act to vest title in the Owner nor act to transfer risk of loss from the Contractor to the Owner. Said title and risk shall pass to the Owner upon the final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that the Owner shall be responsible for loss or damage caused by the Owner's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of the Owner.

9. Indemnification.

9.1. The Contractor shall defend, indemnify, and hold harmless the Owner and the City of Waterbury from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services in this Contract, provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other

than the services itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2 The Contractor shall further defend, indemnify and hold harmless the Owner and the City of Waterbury from and against any and all fines, penalties or other amounts imposed upon any of them for violation of any Federal or State statute or regulation or the City Charter or any City ordinance if caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.3. In any and all claims against the Owner by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to defend, indemnify and keep and save harmless the Owner, as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the Owner the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend, at Contractor's own expense, any and all suits for infringement or alleged infringement of such patents, and in the event of an adverse award under patent suits, the Contractor shall indemnify and pay such awards and hold the Owner harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

10. Contract Bonds. The Contractor shall furnish to the Owner, prior to the execution of this Contract, both a performance bond and a payment bond, each bond written for a penal sum equaling 100% of the Section 6 "Total Compensation" in a form and with a surety acceptable to the Owner. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 hereinabove, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract. The Contractor shall also furnish to the Owner, prior to the execution of this Contract, a Maintenance Bond equaling five percent (5%) of the total contract cost.]

11. Contractor's Insurance.

11.1 The Contractor shall not commence work under this Contract until all insurance required under this Section 11 or the Assistance Agreement has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any

subcontract until all insurance required of any such subcontractor under this Contract or under the Assistance Agreement has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the Owner and authorized to do business in the State of Connecticut, with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2 At no additional cost to the Owner and/or the City beyond the Contractor's total bid price, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the Owner from claims which may arise out of or result from the Contractor's obligations under this Contract, whether such obligations are the Contractor's or a Subcontractor's or of a person or entity directly or indirectly employed by said Contractor or Subcontractor, or by any person or entity for whose acts said Contractor or Subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate Providing coverage to protect the Owner for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL) Providing coverage to protect the Owner with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

11.4.5 Professional Liability/E&O): **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

11.4.6 Employee Dishonesty/Crime: **\$1,000,000.00** per Loss.

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the Owner may at Owner's option, purchase same, and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The Owner shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: The Contractor's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the Owner and as an additional insured and provide waiver of subrogation on all policies except Worker's Compensation and Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the Owner and the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The Waterbury Land Bank Authority and the City of Waterbury is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability"**. The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to The Waterbury Land Bank Authority, 207 Bank Street, Third Floor, Waterbury, CT 06702.

11.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the Owner a copy of the Contractor's insurance policies and endorsements and riders.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; and the FAIR LABOR STANDARDS ACT of 1938, as amended (29 USC 201, et seq.). All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

12.1. Labor and Wages – Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, including, but not limited to the Federal Fair Labor Standards provisions attached hereto as **Attachment D** and made a material provision hereof, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.1.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this agreement. The ACT provides that Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.1.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides

that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value. **This Contract or any subcontract issued hereunder relating to the construction of this Project must require the payment of not less than the wages prevailing in Waterbury as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141), to all laborers and mechanics employed in the development of any part of the housing. This Contract and any subcontracts are subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701). The applicable Federal Davis-Bacon Act wages are set forth in Attachment D.**

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. Any breach hereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to his or her employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

14. Compliance with Affirmative Action Program. The Contractor, for itself and its successors, assigns and subcontractors, hereby agrees that with respect to its performance of this Agreement, it and its successors, assigns and subcontractors, shall comply with all provisions of Executive Order #11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order #11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60), and all of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity in effect as of the date of this Agreement; or "Equal Employment Opportunity under HUD Contracts and HUD

Assisted Construction Contracts", dated December 31, 1971, whichever is applicable, as the Program may hereinafter be amended, Part A, Page 4 (a) modified and/or superseded by actions of the City, State of Connecticut (hereinafter referred to as "State") and/or the Government of the United States (hereinafter referred to as the "United States").

15. Good Jobs Ordinance. The Borrower shall comply with and cause its contractors and subcontractors to comply with the specific requirements of "an Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects." (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth **Attachment E** attached hereto and made a provision hereof, the Borrower does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and it has read the Ordinance and the Borrower is familiar with the obligations imposed on its contractors and subcontractors by the Good Jobs Ordinance including the requirement that a copy of said Ordinance be included in all of Borrower's contracts with its construction contractors and subcontractors.

16. Housing and Urban Development Section 3 Clause. This Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 applies and the Contractor shall be required to comply with the following (referred to as the "Section 3 clause"):

16.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

16.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract and the Statement of Acceptance of all Terms and Conditions, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

16.4. The Contractor agrees to include this Section 3 clause in every subcontract

subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in

this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

16.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

16.6 As part of the Section 3 compliance requirements, Contractor must track and keep records of all Labor Hours as required by 24 C.F.R. Part 135 in a manner consistent with HUD Notice CPD-21-07 and the requirements set forth therein. Contractor shall maintain all documentation required by HUD. All Labor Hours shall be reported to The Waterbury Land Bank Authority and the City upon Project completion.

Contractor agrees that it will comply with the HUD Section 3 Project Labor requirement applicable to this HOME project by meeting the following benchmarks:

Benchmark 1: Twenty-five (25%) percent or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Section 3 workers.

AND

Benchmark 2: Five (5%) percent or more of the total number of labor hours worked by all workers must be done by Targeted Section 3 workers.

A Section 3 Worker is defined by HUD as:

- 1. a low or very low-income person that met HUD income limits for the previous or annualized calendar year. Low- and very-low-household income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>**
- 2. employed by a Section 3 business concern, or**
- 3. a YouthBuild participant. YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.**

A Targeted Section 3 Worker is defined by HUD as:

- 1. A worker employed by a Section 3 business concern, or**

2. A worker who currently fits or, when hired, fit at least one of the following categories, as documented within the past five years:

a. Living within the service area or the neighborhood of the project. An individual is considered to be living within the service area if that person resides within a one (1) mile radius of the project site.

b. A YouthBuild participant

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

16.8. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

17. Set-Aside Compliance. All Contractors must comply with 24 CFR 200.321 (Contracting with small and minority firms, women's business enterprise and labor surplus area firms).

17.1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

17.2. Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. Federal Requirements. Owner and Contractor further certify that no Federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

19. Termination.

19.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner, in its sole discretion, shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the Owner, cure a default, after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) days before the effective date of such termination.

In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by or on behalf of the Contractor under this Contract shall, at the option of the Owner, become the Owner's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Contract by the Contractor, and the Owner may withhold or cause to be withheld any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor is determined.

19.2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time for the convenience of the Owner, by a notice in writing from the Owner to the Contractor. If this Contract is terminated by the Owner as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. In such event, the Contractor shall have no recourse against the Owner.

19.3. Termination for Non-Appropriation or Lack of Funding. The Contractor and Owner acknowledge that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor and Owner therefore agree that the Owner shall have the right to terminate this Contract in whole or in part without penalty to the Owner in the event that sufficient funds to provide for loan payment(s) under this Contract are not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to or on behalf of the Owner, the Contractor and the Owner hereby agree that the Owner shall have the right to terminate this Contract in whole or in part without penalty to the Owner. In either such event, the Contractor shall have no recourse against the Owner

19.3.1 Effects of No appropriation. If funds to enable continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the Owner shall have the right to terminate this Contract without penalty to the Owner at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

19.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the Owner may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the Owner may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

19.3.3) No Payment for Lost Profits. In no event shall the Owner be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

19.4. Rights Upon Termination.

19.4.1 Termination for Cause. In the event the Owner terminates this Contract for cause, the Contractor shall relinquish to the Owner any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in the possession of, and properly invoiced and paid for by the Owner (except to the extent such invoiced amount is disputed). With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The Owner shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the Owner prior to such termination. The Contractor shall be liable to the Owner for any and all costs incurred in

terminating this Contract, in whole or in part, including, but not limited to, reasonable attorney fees and all court awarded fees and costs.

19.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the Owner for lack of funding or convenience, the Contractor will be paid for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. (including any holdbacks) installed and delivered to the Owner as of the Termination Date and the Contractor shall relinquish to the Owner any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in the possession of, and paid for by the Owner (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.

19.4.3 Assumption of Subcontracts. In the event of termination, the Owner shall have the right to assume, at the Owner's option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

19.4.4 Delivery of Documents. In the event of termination, (i) the Contractor shall promptly deliver to the Owner, in a manner reasonably specified by the Owner, all documents and other tangible items furnished by, or owned, leased, or licensed by, the Owner relative to the Project, and (ii) the Contractor will be paid for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

20. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

20.1 Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

20.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

21. Subcontracting. The Contractor shall not, without the prior written approval of the Owner, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the Owner as additional insured parties and said subcontractors shall deliver to the Owner certificates of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services

provided hereunder shall comply with all Federal, State and local laws, regulations and ordinances.

21.1 The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

21.2 The Contractor is responsible for and shall control activities of its subcontractors and shall ensure that the subcontractors shall consult and cooperate with one another and other contractors working on the site. The Contractor shall further ensure that each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor and/or the subcontractor responsible for such failure or neglect.

21.3 The Contractor shall not, without the prior written approval of the Owner, substitute, terminate, replace or otherwise remove a subcontractor.

22. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner; provided, however, that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

23. Audit. The Owner reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the completion or termination of this Contract. In the event the Owner elects to make such an audit, the Contractor shall immediately make available to the Owner all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

24. Intentionally Omitted.

25. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any part thereof or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performance of this Contract, it shall not employ any person having any such interest.

26. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract among the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the Owner and the Contractor.

27. Independent Contractor Relationship. The relationship between the Owner and the Contractor is that of client and independent contractor. No agent, employee, or servant of

the Contractor shall be deemed to be an employee, agent or servant of the Owner. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

28. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation or judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

29 Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

30. Changes in the Project: Change Orders.

30.1. Requests for Change Orders. The Owner reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the Owner. The Owner shall not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of an authorized amended Scope of Services, applicable and restricted to those items set forth in Paragraph 1, above, or a Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

30.2. Procedures.

30.2.1 The Contractor's Response to a Change Request. Within fifteen (15) Calendar days after receipt of a request by the Owner for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the Owner a proposal describing any changes in products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the Owner at a negotiated price acceptable to the Owner and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be

reduced by the cost savings resulting from the products eliminated by the change request.

30.2.2. Owner's Acceptance of Change Request. If the Owner accepts the Contractor's proposal, the Owner shall issue a change order referencing the Contractor's proposal and all parties shall sign the change order. The Contractor shall not implement any change request until the Owner has issued a valid, properly executed, change order.

30.3.3 Owner's Rejection of Change Request. If the Owner does not accept the Contractor's proposal, the Owner may within two weeks of such non-acceptance: (i) withdraw the change request; or, (ii) modify the change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

30.3. Owner Discretion. The Owner may, in Owner's sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) if it conforms to provisions of applicable laws; (ii) if it is consistent with this Contract; (iii) if the time of performance of this Contract will not be unreasonably delayed; and (iv) if the Change Order requires an increase in the price of the Contract, the Owner has sufficient funds therefore either from the loan or personal funds.

30.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

31. Conflicts or Disputes. This Contract represents the concurrence between the Owner and the Contractor and governs all disputes between and/or among them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the RFP Number 8939 and (ii) the Contractor's bid response to RFP Number 8939 dated [] , 20[]. Said historical documents are attached hereto as part of ATTACHMENT "A".

31.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications among the parties relating to this subject.

31.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

32. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the Owner.

33. Intentionally Omitted.

34. Binding Contract. The Owner and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

35. Waiver. Any waiver of any terms or condition of this Contract by any of the parties hereto shall be in writing and shall not be construed to be a waiver of any other term or condition of this Contract.

36. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

37. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing, signed by the Owner or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, addressed until changed by written notice, as follows:

Contractor: [Address]
[Address]

Owner: **The Waterbury Land Bank Authority
207 Bank Street, Third Floor
Waterbury, CT 06702**

38. Intentionally Omitted.

39. Definitions. Whenever the following words or terms appear in this Contract, the intent and meaning shall be as follows:

39.1. Additional Work. Work required by the Owner that involves a substantial addition to, deduction from or modification of the Contract Documents.

39.2. Bid or Proposal. The form on which the bidder is to submit a bid for the Work contemplated.

39.3. Bidder. A person, partnership, corporation or other business organization submitting a bid on required forms for the Work contemplated.

39.4. City. The City of Waterbury, acting directly or through specifically authorized personnel.

39.5. Contract Time. The number of days as stated in the Contract to:
(i) achieve Substantial Completion and (ii) Final Completion.

39.6. Equal. The recognized equivalent in substance and function, considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the Owner.

39.7. Final Completion. The time at which the Project has progressed to the point where, in the opinion of the Owner, the Project is complete such that it is ready for final payment as evidenced by the Owner's approval of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

39.8. Notice to Proceed. A letter from the Owner which shall state the beginning date of the contract and specifically advise the Contractor to begin work on the Contract.

39.9. Plans. All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

39.10. City Construction Specialist/Owner's Licensed Professional. If the Project consists of four (4) or less units, a person, partnership, corporation or other business organization under contract with the City, commissioned to prepare plans and specifications for the Project, will perform construction administration and inspection duties during construction and certify to the City that the Project has been completed. If the Project consists of five (5) units or more, an employee of the Owner or a person, partnership, corporation or other business organization under contract with the Owner, commissioned to prepare and/or sign, stamp and/or seal, as appropriate, plans and specifications for the Project, must perform construction administration and inspection duties during construction and certify to the City that the Project has been completed.

39.11.. Specifications. The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

39.12. Subcontractor. A person, partnership, corporation or other business organization, approved by the Owner, supplying labor and/or materials for work at the site of the Project to and under an agreement with the Contractor.

39.13 Substantial Completion. The time at which the Project (or a specified part thereof) has progressed to the point, where, in the opinion of the Owner, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project refer to Substantial Completion thereof.

39.14. Substitution. A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship approved under a Change Order.

39.15. Work. All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

40. Work Beyond The Contract. The Contractor hereby understands, acknowledges and agrees that he/she/it will not undertake or perform any additional or new work for the Owner at the Project which is not part of the Project until all work under this Agreement is completed first.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESS:

[OWNER]

[By:] _____

[_____, Its _____]

Date: _____

WITNESS:

[CONTRACTOR]

By: _____

_____, Its _____

Date: _____

BID DOCUMENTS

ITEM I. INVITATION TO BID

ITEM II. INSTRUCTION TO BIDDERS

ITEM III. BID FORM / PROPOSAL & SCHEDULES

SCHEDULE "A": Contractor's Certification

SCHEDULE "B": Contractor's Professional/Trade License

SCHEDULE "C": Subcontractor's Certification (For each Subcontractor)

SCHEDULE "D": Subcontractor's Professional/Trade License (For each Subcontractor)

SCHEDULE "E": Contractor's Qualification Statement

SCHEDULE "F": Bid Bond

SCHEDULE "G": Contractor's Certification Regarding Federal Policy Requirements

ITEM IV. TECHNICAL SPECIFICATIONS AND DRAWINGS

ITEM V. CORPORATE RESOLUTION

ATTACHMENT "B"

ASSISTANCE AGREEMENT

INSURANCE CERTIFICATES

ATTACHMENT "D"

FEDERAL FAIR LABOR STANDARDS

Attachment C

Non-Collusion Affidavit and
Addenda Acknowledgment

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1. 4
2. 5
3. 6

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____

By: _____
(Title)

Business Address: _____
(City, State, Zip Code)

Phone: _____

Email: _____

Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D

Insurance Requirements

**BY THE CITY OF WATERBURY
ON BEHALF OF THE WATERBURY LAND BANK AUTHORITY FOR THE GENERAL CONTRACTOR
SELECTION
Attachment D**

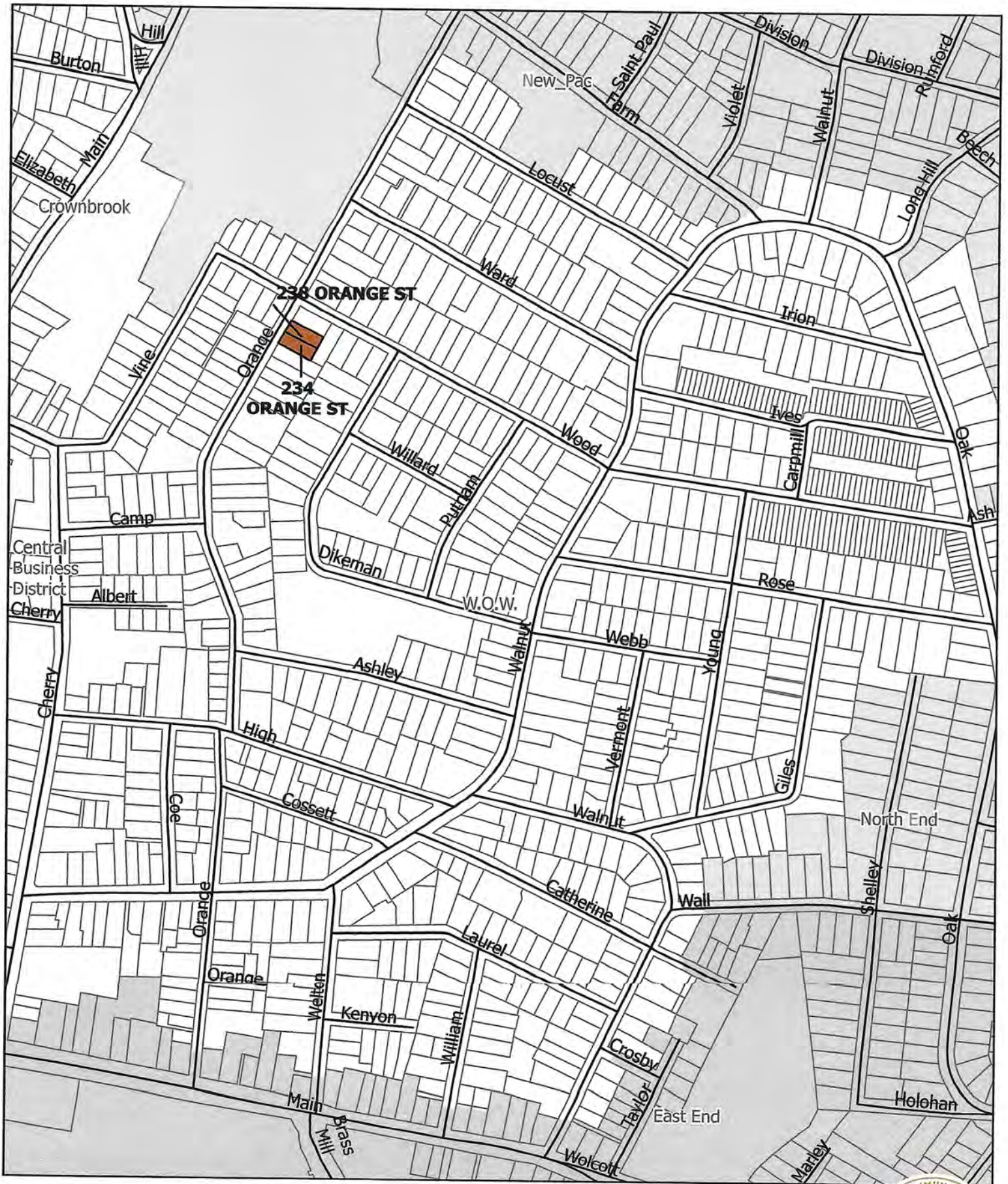
Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Land Bank Authority as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Land Bank Authority prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Land Bank Authority.

The City Waterbury and Waterbury Land Bank Authority is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

Attachment E

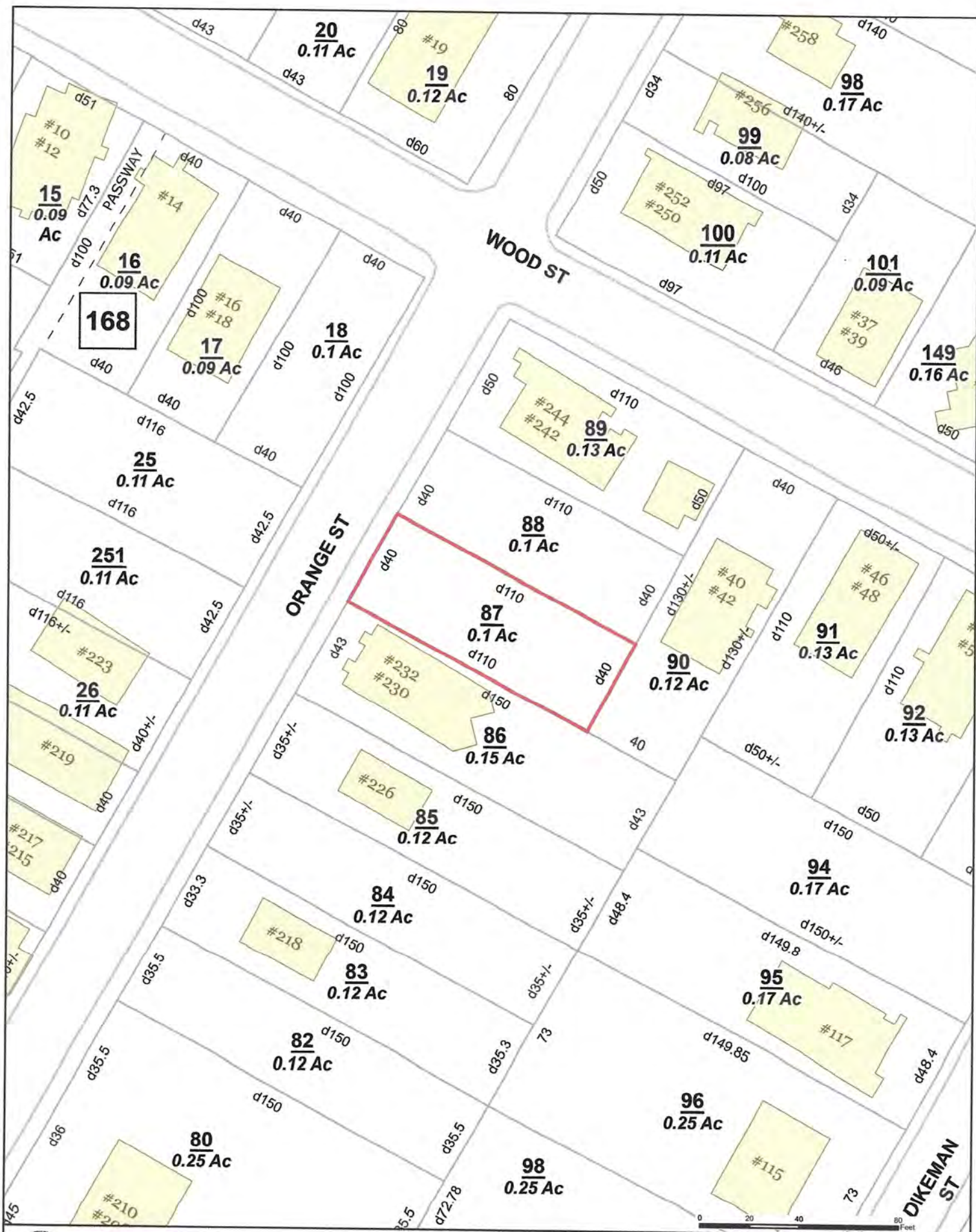
Property Information



W.O.W. Infill Housing

0 125 250 500 750 1,000 Feet





City of Waterbury
Assessor's Department

MBL: **0256-0571-0087**
ADDRESS: **234 ORANGE ST**

This map is for informational purposes only and has not been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. The City of Waterbury makes no warranties, express or implied, as to the use of the information obtained herein.





City of Waterbury
Assessor's Department

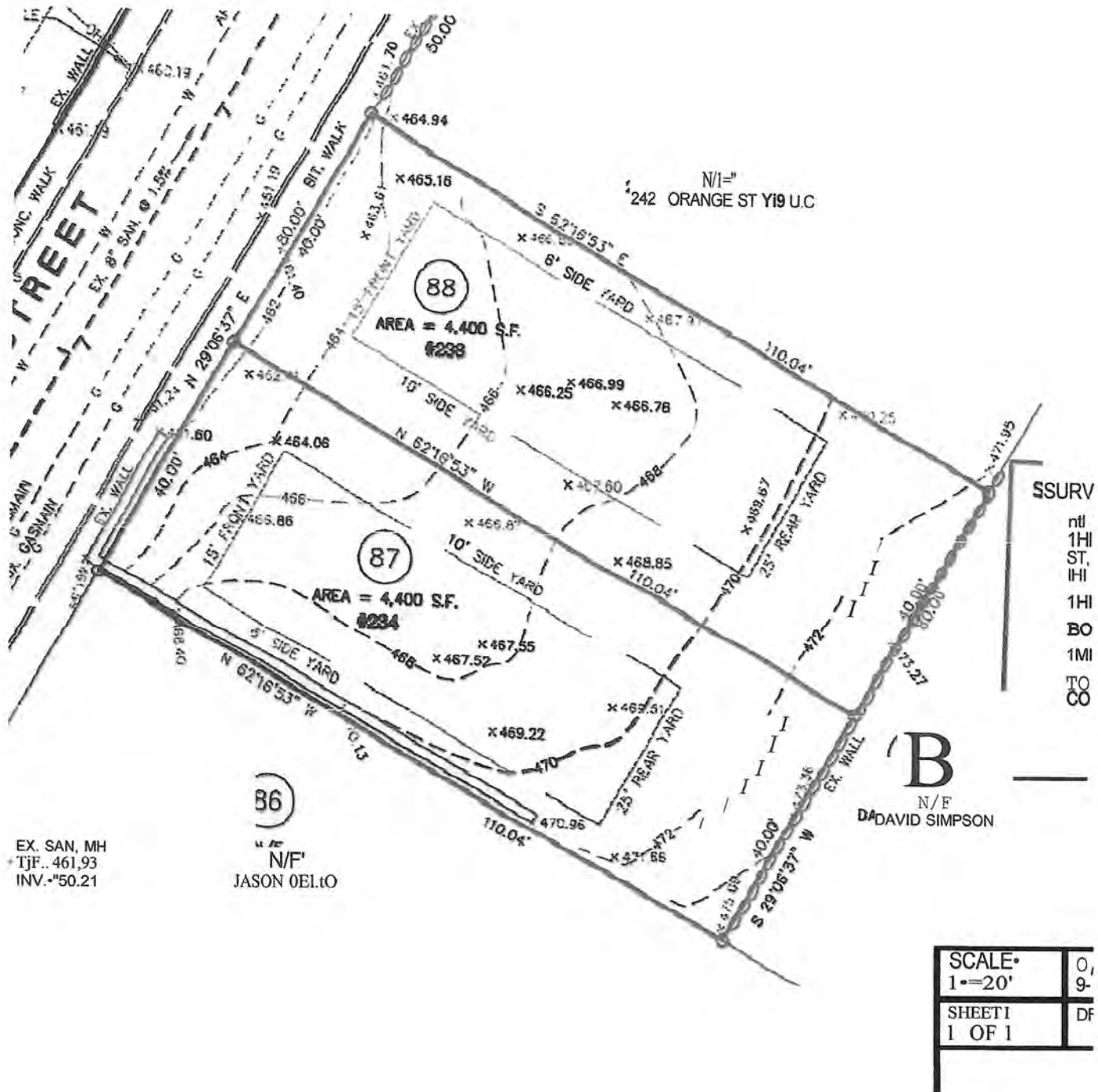
MBL: **0256-0168-0025**

ADDRESS: **231 ORANGE ST**

This map is for informational purposes only and has not been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. The City of Waterbury makes no warranties, express or implied, as to the use of the information obtained herein.



Site Survey:



Attachment F

Sample Proposal Security

BID BOND / PROPOSAL SECURITY

KNOW ALL MEN BY THESE PRESENTS THAT WE _____
_____(Contractor) of the town of _____ as
principal and _____ (Bond Agent) of the town of _____ as
Surety are held firmly bound unto the City of Waterbury, Connecticut in the penal sum of
_____ (written amount in dollars) (\$) _____ for
the payment of which, well and truly made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2____

The conditions of the above obligation is such that whereas the Principal has submitted to the City
of Waterbury, Connecticut a certain Bid, attached hereto and hereby made part hereof to enter into
a contract in writing for the

Project Title:

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid be accepted and the Principal shall execute hereto (properly completed in
the accordance with said Bid) and furnish a bond for his faithful performance of said contract, and
for the payment of all persons performing labor or furnishing materials in connection therefore and
shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect: it
being expressly understood that and agreed that the liability of the Surety for any and all claims
there under shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, The Principal and Surety have hereunto set their hands and seals and
such of them as corporations have caused their corporate seal to be affixed and these presents be
signed by their proper officers, the day and year first set forth above.

Principal By _____

Surety By _____

Note: This is a sample of a Bid Bond/Proposal Security acceptable to the City. Another form
may be utilized provided it is acceptable to the City of Waterbury.

Attachment G

Project Information

Project Summary:

The WLB is seeking a general contractor to provide a proposal for the development of two prefabricated, modular homes, (duplexes), to be constructed on two contiguous but separate parcels. The general contractor will procure and purchase the modular units from their procured modular home manufacturer, and prepare the site in accordance with the assemblage and construction of these units.

Proposed Construction: Each parcel will be developed with 1 two-family residential dwelling (a duplex) with a driveway and on-site parking for 3 vehicles. Please see illustration concept plan with building envelope herein. When completed, the properties will remain independent lots which will be separately sold to two homebuyers.

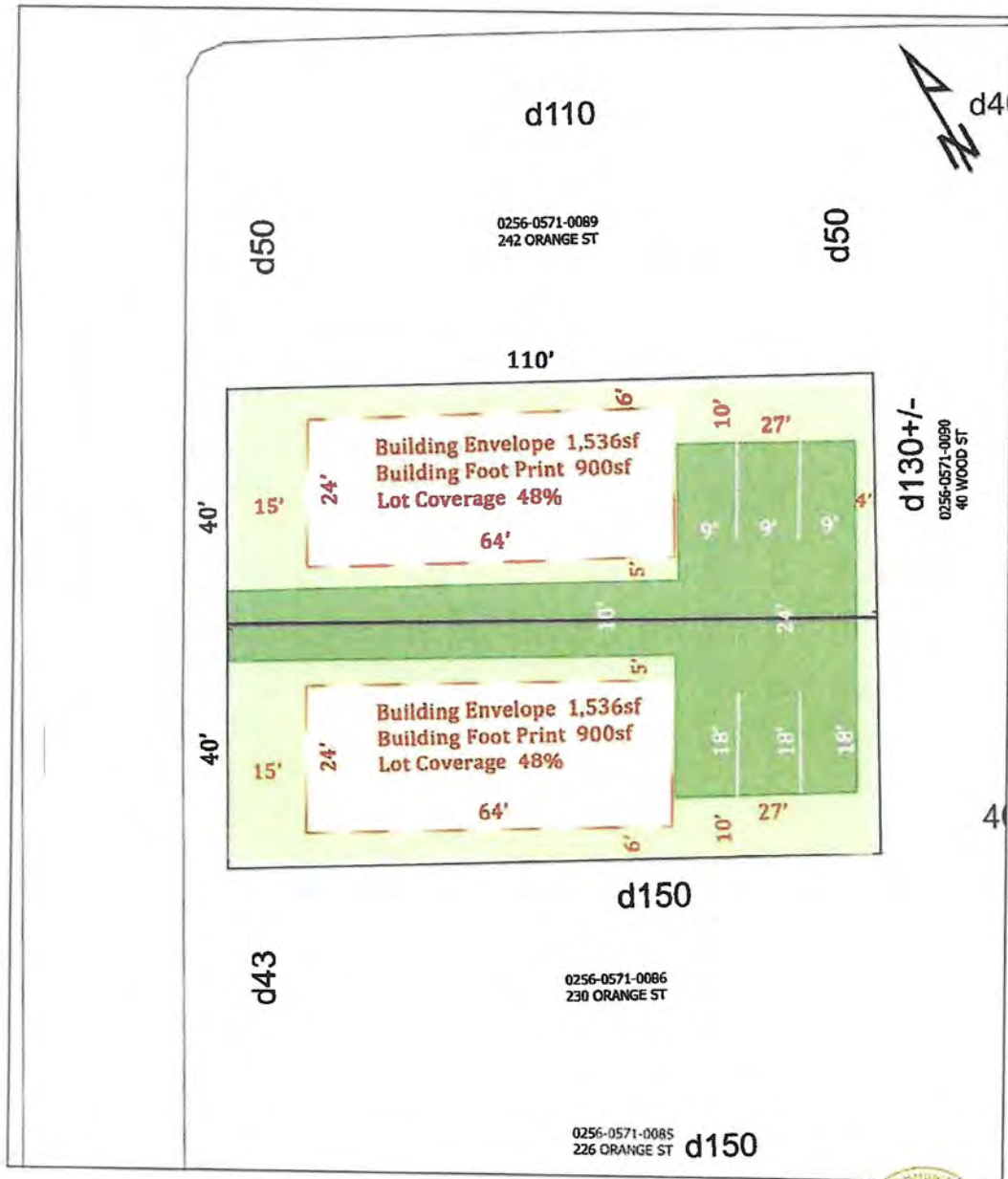
Parcel Location:	234-238 Orange Street
Tax Map ID:	0256-0571-0087, and 0256-0571-0088
Total Site Area:	8,800 +/- SF
Topography:	Level
Status:	Two Individual Parcels of Vacant Land; both regularly shaped
Zoning:	RM



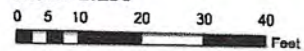
WATERBURY LAND BANK



Concept Plan Building Envelope:



Scale: 1:250

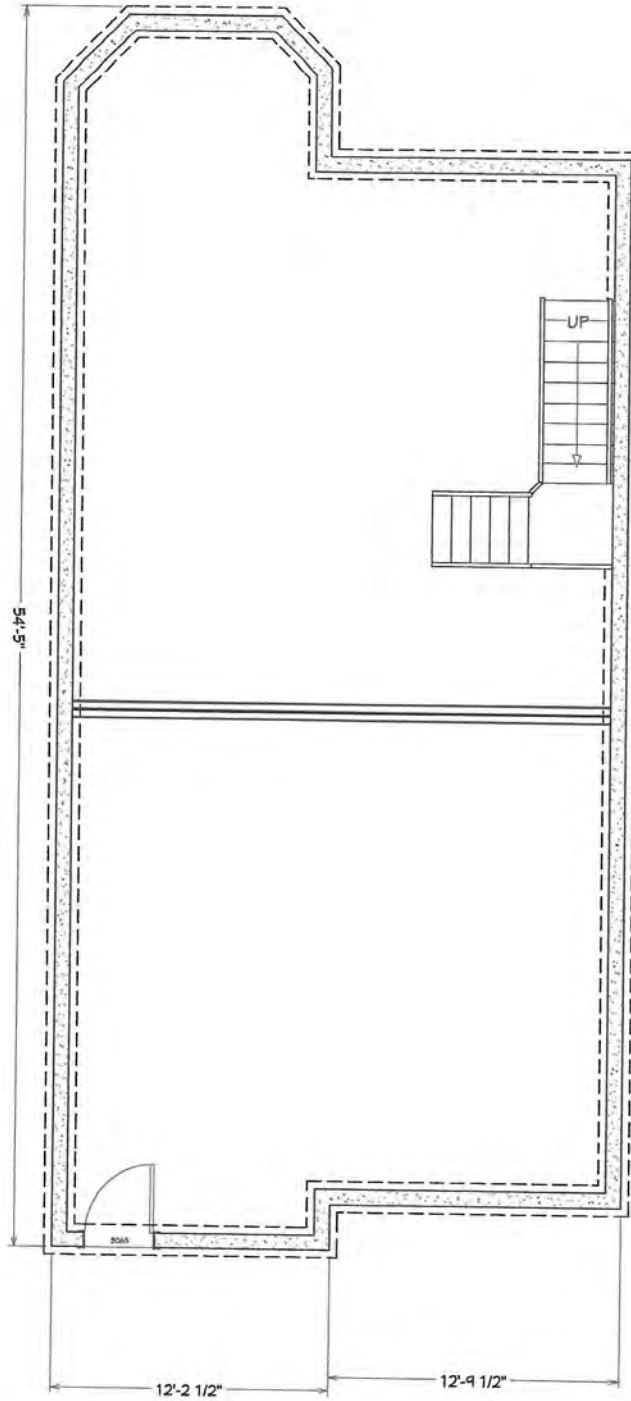


Proposed Design Narrative:

The WLB project will include infill housing development consisting of prefabricated modular housing units. Each unit will contain approximately 900 - 950 +/- Sq. Ft and will consist of 2- and 3-bedroom units. . The width of each modular unit will be 24 LF with a depth of approximately 54 LF. The illustration contained herein shows a concept plan with building envelope designed according to City of Waterbury zoning regulations which allows for a 24-width modular unit. A request for a variance in width may be required if a modular unit width exceeds 25 LF.

Foundation

LIVING AREA
1240 SQ FT



DRAWINGS PROVIDED BY:

Brad Saunders
Consolidated Carpentry

DATE:

6/19/2024

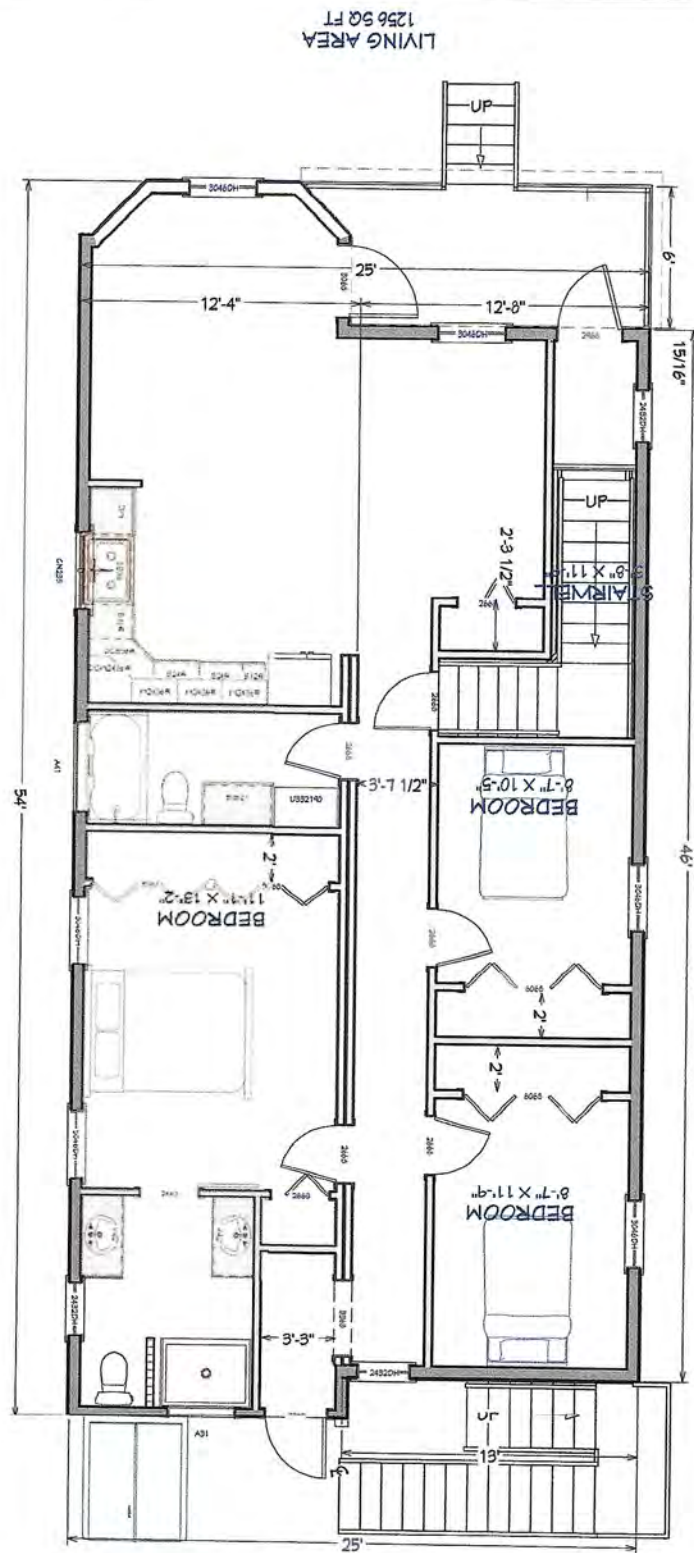
SCALE:

1/4" = 1'

SHEET:

P-1

1st Floor



LIVING AREA
1256 SQ. FT.

DRAWINGS PROVIDED BY:

Brad Saunders
Consolidated Carpentry

DATE:

6/19/2024

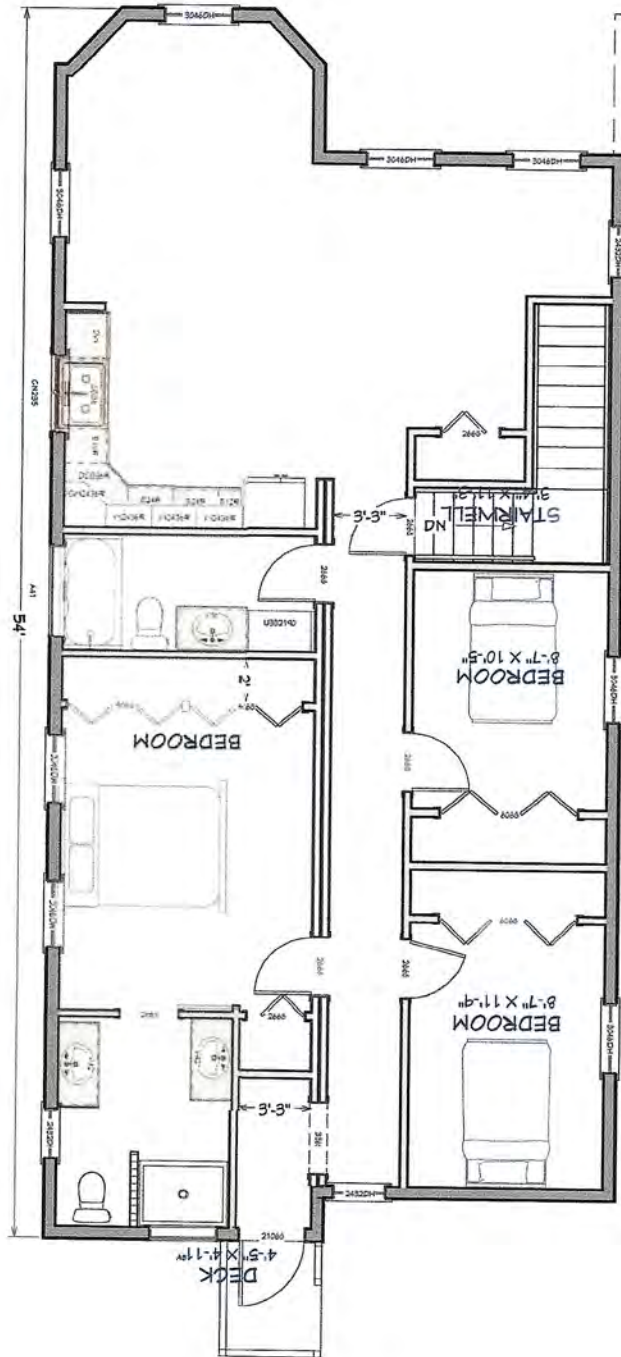
SCALE:

1/4" = 1'

SHEET:

2nd Floor

LIVING AREA
1176 SQ FT



DRAWINGS PROVIDED BY:

Brad Saunders
Consolidated Carpentry

DATE:

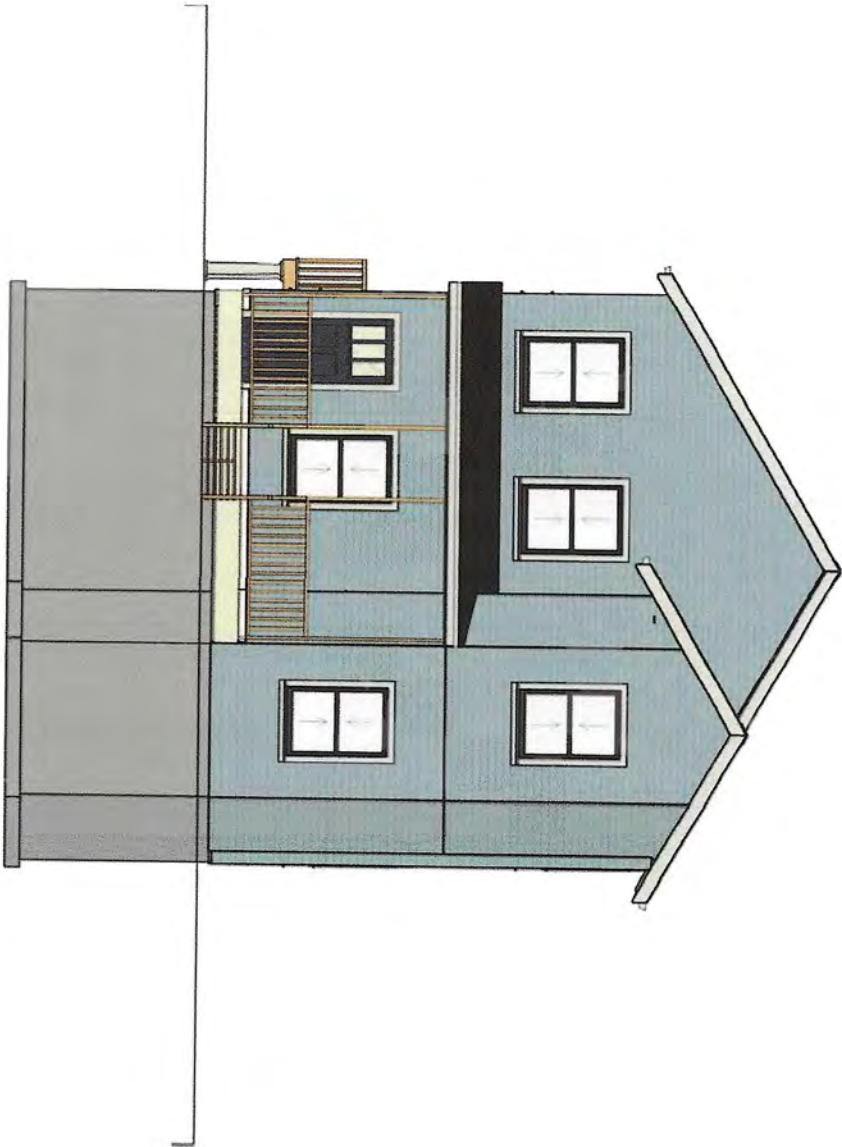
6/19/2024

SCALE:

1/4" = 1'

SHEET:

Exterior Elevation Front



DRAWINGS PROVIDED BY:

Brad Saunders
Consolidated Carpentry

DATE:

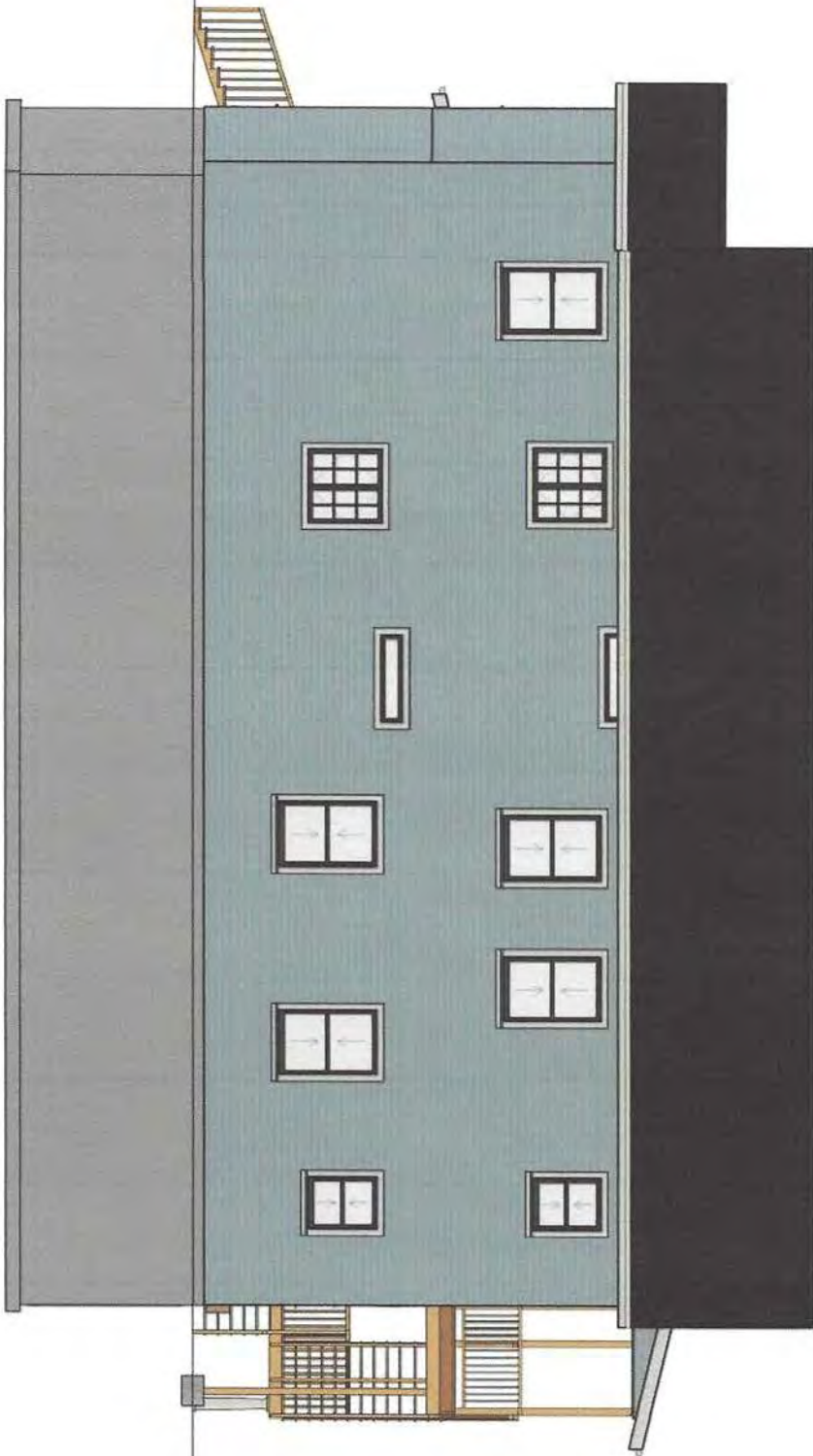
6/19/2024

SCALE:

1/4" = 1'

SHEET:

Exterior Elevation Right



DRAWINGS PROVIDED BY:

Brad Saunders
Consolidated Carpentry

DATE:

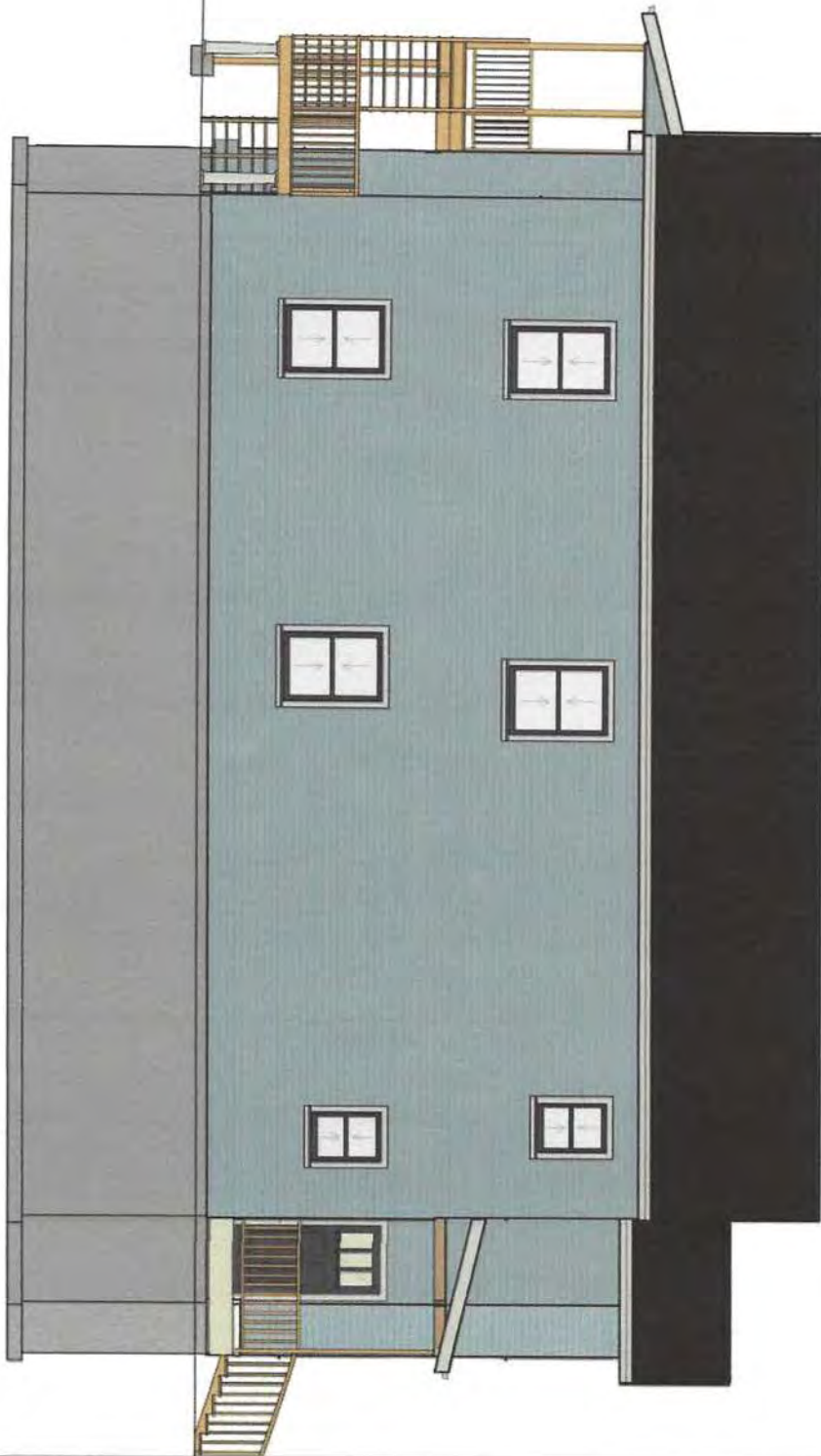
6/19/2024

SCALE:

1/4" = 1'

SHEET:

Exterior Elevation Left



DRAWINGS PROVIDED BY:

Brad Saunders
Consolidated Carpentry

DATE:

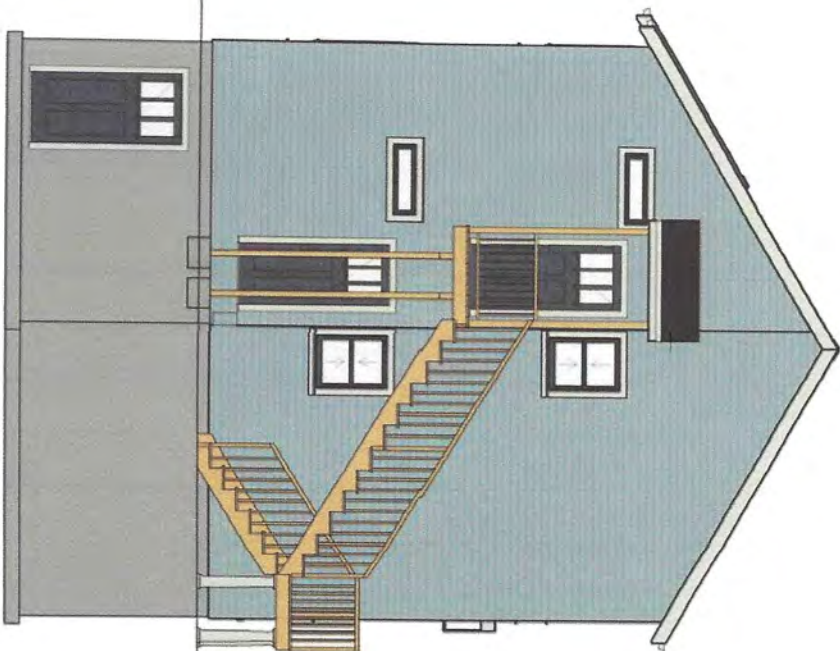
6/19/2024

SCALE:

1/4" = 1'

SHEET:

Exterior Elevation Back



DRAWINGS PROVIDED BY:

Brad Saunders
Consolidated Carpentry

DATE:

6/19/2024

SCALE:

1/4" = 1'

SHEET:

Attachment H

Proposer Qualification Statement

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: **DIRECTOR OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY:

Business Name: _____

Principal Business Address: _____

Office Address (if different than above): _____

Business Telephone Number: _____

Business Email Address: _____

Type of Organization (<i>Check One</i>)			
☐	Individually Owned / Sole Proprietor	☐	Limited Partnership
☐	Corporation	☐	Joint Venture
☐	LLC	☐	Other (please specify)
☐	General Partnership	☐	

(NOTE: Attach separate sheets as required)

1. How many years has your business been in operation?

2. How many years has your business been operating under its present name?

3. Under what other names does your business operate?

4. Under what former names has your business operated?

5. If a Corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

Registered with CT Secretary of State: **Yes / No** (Circle One)

President: _____

Vice Presidents: _____

Secretary: _____

Treasurer: _____

Other Officers (Names and Titles): _____

6. If an LLC, answer the following:

Date of Formation: _____

State of Formation: _____

Registered with CT Secretary of State: **Yes / No** (Circle One)

Organization: **Sole Member LLC / Multi-Member LLC** (Circle One)

Sole Member or Managing Member: _____

Members: _____

7. If Individually Owned or Sole Proprietor, answer the following:

Date Business Began: _____

Name of Owner: _____

Officers and Titles: _____

8. If the form of your business is different than those listed above, describe it and name the principals:

9. General Qualifications. Please describe generally the character of work performed by your business and the qualifications and capabilities of your business as they pertain to each of the areas of qualifications listed in the RFP, as well as those of the personnel identified below.

Attach additional sheets as required.

10. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services of the RFP.

Attach additional sheets as required.

11. Provide Proposer's chain of command and off-hours telephone numbers, cellular (preferred), to be used for the Project:

Superintendent:

(Name / Telephone Number)

Foreman:

(Name / Telephone Number)

Assistant Foreman:

(Name / Telephone Number)

Other:

(Name / Telephone Number)

12. Provide the information in the spaces provided below for three (3) projects that your business has completed that are most similar to the project outlined in this RFP.

Project #1:

Name of Project: _____

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

Attach additional sheets as required.

Project #2:

Name of Project: _____

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

Attach additional sheets as required.

Project #3:

Name of Project: _____

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

Attach additional sheets as required.

13. List projects on which your company is currently working that are most similar to the project outlined in this RFP.

Ongoing Project #1:

Name of Project: _____

Project Location: _____

Owner / Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Contract Amount: _____

Scheduled Completion Date: _____

Ongoing Project #2:

Name of Project: _____

Project Location: _____

Owner / Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Contract Amount: _____

Scheduled Completion Date: _____

(NOTE: To provide information on additional ongoing projects, attach separate sheets as required.)

14. Provide (in figures) the percentage (%) of your annual workload that this project will represent?
_____ %

15. Other than any projects identified above, please list any contracts or purchase orders for projects completed in the last three (3) years between the your business and any agency of the City of Waterbury.

Attach additional sheets as required.

16. List the equipment available to perform the work for this Project:

Attach additional sheets as required.

17. List all subcontractors (if known) and identify work they will be performing on this project:

Attach additional sheets as required.

18. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest in connection with providing services to the City.

Attach additional sheets as required.

19. Please respond to the following questions by circling the appropriate response. For each "YES" response, attach separate sheet providing all pertinent details and describing relevant circumstances, including dates and outcome(s).

a. Have you ever failed to complete any work awarded to you?	Yes / No
b. Have you ever defaulted on a contract?	Yes / No
c. Is there any pending litigation which could affect your business's ability to perform the services required under this RFP?	Yes / No
d. Is or has your business been named as a defendant in a lawsuit within the past five years?	Yes / No
e. Has your business ever had a contract terminated for cause within the past five years?	Yes / No
f. During the past seven years, has your business ever filed for protection under the Federal bankruptcy laws?	Yes / No
g. Are there any other factors or information that could affect your businesses ability to provide the services being sought about which the City should be aware?	Yes / No
f. Has your business received any OSHA Citations or Violations within the past three years? (Is so, please provide the details of each citation / violation on a separate sheet of paper and attach.)	Yes / No

20. **The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

Dated at _____ this _____ day of _____, 20____

Name of Proposer: _____

By: _____
Name of Authorized Official (Print or Type)

Signature of duly Authorized Official

Title: _____
Title of Authorized Official (Print or Type)

END OF SECTION

Attachment I

Sample Payment Application Forms

APPLICATION AND CERTIFICATE FOR PAYMENT

From: (Contractor)

PROJECT:

Purchase Order No.:
Vendor No.:

TO: (Owner):

VIA: (Inspector):

City of Waterbury

City of Waterbury

185 South Main Street

CTDOT/FAP NO.:

N/A

Waterbury, Connecticut 06706

CONTRACT TIME

CHANGE ORDER SUMMARY

Substantial Completion Date:
Final Completion Date:
Additional Days Approved this 0 Days

Additions (Deductions)

Days

Date Approved

Totals

Net Change by Change Orders

INSPECTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising within this application, the Inspector certifies to the Owner that to the best of the Inspector's knowledge, information, and belief the work has progressed as indicated, the quality of the work is in general accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

Amount Certified

\$

Attach explanation if amount certified differs from Current Payment Due, (8).

By:

Engineering Inspector

Date:

By:

City of Waterbury

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contract Execution Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in conjunction with the Contract. Detailed continuation sheet(s) with line items, quantities and costs are attached.

1. ORIGINAL CONTRACT SUM
2. Net Change by Change Orders
3. Contract Sum to Date (Line 1 + 2)
4. Total Completed & Stored to Date
5. Retainage this period:
 - a. 5.0% % of Completed Work
 - b. 5.0% % of Stored Material
6. Total Retainage (Line 5a plus 5b)
7. Total Earned Less Retainage (Line 4 less 5c.)
8. Less Previous Certificates for Payment
9. Current Payment Due (Line 6 less Line 7)
10. Balance To Finish, Excluding Retainage (Line 3 less 4)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By:

Date:

State of: Connecticut County of: New Haven
Subscribed and sworn to before me this day of 202

Notary Public:

Attachment J

Cost Proposal

REQUEST FOR PROPOSAL (#8939)

**BY THE CITY OF WATERBURY ON BEHALF OF
THE WATERBURY LAND BANK AUTHORITY
FOR THE W.O.W. NEIGHBORHOOD REVITALIZATION PROJECT**

ATTACHMENT J - COST PROPOSAL

(Must be submitted as part of RFP # 8939 response in a separate sealed envelope, marked "Confidential: Price .")

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

(Print or Type Company/Corporate Name)

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

Cost Proposal Assumptions:

Number of duplexes:	2
Number of Units:	4
Sq Ft Per Unit:	900 to 950 SF
Unit Layout:	3 bedrooms/ 1 bathroom per unit
Land Area Per Lot:	4,400 SF
Parking Spaces Per Lot:	3

CONSTRUCTION COST & TOTAL PROJECT COST PROPOSAL *

Cost Category	Cost/SF	\$/Unit	# Units	Total Cost (\$)
HARD COSTS — Base Construction				
Modular Factory Cost				
Factory Delivery & Set				
Foundation (with crawl space)				
Utility Connections				
HVAC (site)				
Finish Work & Punch-list				
Total Hard — Base Construction	-	-		-
HARD COSTS — Sitework & Land				
Site Preparation / Grading				
Driveway & Parking				
Landscaping				
Permits & Fees	City fees waived	City fees waived	City fees waived	City fees waived
Survey & Engineering				
Environmental / Testing - PHASE 1 PROVIDED				
Total Hard — Sitework & Land		-		-
TOTAL HARD COSTS		-		-
SOFT COSTS				
Architecture & Design	—			
Legal	—			
Accounting / Tax Advisory	—			
Marketing & Sales	—			
Contingency	%			
Developer Fee	%			
TOTAL SOFT COSTS				
TOTAL PROJECT COST PROPOSAL *				
Total Cost / SF				
Total Cost / Unit				

* Cost proposal is for costs associated with the construction of two prefabricated, modular duplexes. The total number of units is 4, and the estimated square foot area for each unit will be 900 SF. The land area for each parcel is 4,400 SF. Please refer to **Attachment G** for building envelope sketch.

TOTAL PRICE - (Sum of Total Amounts for Proposal Items set out above):

_____ Dollars

and _____ Cents
(Amount In Words)

\$ _____
(Amount In Figures)

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

The undersigned also agrees that the quantities indicated are for price comparison purposes only and are not represented to be actual quantities for completion of the Work.

Respectfully submitted by:

Social Security Number or
Federal Identification Number
(Print or Type)

Company/Corporate Name (Print or Type)

Signature of Authorized Official

Name of Authorized Official (Print or Type)

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

Attachment K

HUD Section 3 Documentation



U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

CPD Division Directors
All HOME Coordinators
All HOME Participating Jurisdictions
All Housing Trust Fund Coordinators
All Housing Trust Fund Grantees

Notice: CPD-21-07

Issued: July 15, 2021

Expires: **This NOTICE is effective until it is amended, superseded, or rescinded**
Cross Reference: 24 CFR Part 75

Subject: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, final rule requirements for HOME and HTF projects

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I. PURPOSE

This notice provides guidance to HOME Investment Partnerships Program (HOME) participating jurisdictions (PJs) and Housing Trust Fund (HTF) grantees, collectively referred to as grantees, on the requirements for Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3) that apply to HOME and RTF-assisted rehabilitation or construction projects. This notice outlines the key changes made by the notice, "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," published in the Federal Register on September 29, 2020 (the "final rule") and provides guidance for tracking and reporting compliance with the new requirements.

II. BACKGROUND

Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

On September 29, 2020, HUD published the final rule entitled "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," (85 FR 61524) and a companion notice, titled "Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," (85 FR 60907) that outlines the numeric goals for compliance (**the** "benchmark notice") in the Federal Register. Prior to the publication of the final rule and benchmark notice, HUD had been operating under the Section 3 interim rule (24 CFR Part 135) **which** was published in 1994.

The final rule which can be found at 24 CFR part 75 became effective on November 30, 2020. The final rule simplifies the Section 3 regulations and establishes that Section 3 requirements apply to housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance **when** the total amount of assistance to the project exceeds a project threshold of \$200,000, or \$100,000 when the assistance is from HUD's Lead Hazard Control and Healthy Homes programs, as authorized under Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 USC 4801 et. seq). The final rule also improves alignment with current business practices by requiring the reporting of labor hours rather than new hires. Additionally, the final rule streamlines the reporting process and establishes HUD program office oversight to reduce administrative burden and make the rule more effective.

III. APPLICABILITY

The final rule established an applicability threshold of \$200,000 for housing rehabilitation, housing construction, and other public construction projects assisted with certain HUD funds. Therefore, Section 3 requirements apply to a housing construction or rehabilitation project that receives over \$200,000 in total housing and community development financial assistance from HUD programs. Applicable housing and community development programs include but are not limited to Community Development Block Grant (CDBG), Community Development Block Grant- Disaster Recovery (CDBG-DR), HOME, HTF, Emergency Solutions Grants (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Section 202 Direct Loan Program for Housing for the Elderly or Handicapped, Section 811 Supportive Housing for Persons with Disabilities, , and other HUD Notice of Funding Opportunity (NOFO) grants. While Section 3 applies to public construction projects such as CDBG-funded projects, the requirements do not apply to HOME or RTF projects that do not include housing rehabilitation or new construction (e.g. funds used for direct homebuyer assistance or tenant-based rental assistance).

In accordance with 24 CFR 75.3, the Section 3 requirements apply based on the amount of HUD housing and community development funding provided by a single program or from a combination of one or more different applicable HUD programs exceeding the \$200,000 threshold. For example, if a project is funded with \$101,000 of HOME funds and \$100,000 of HTF funds, then it exceeds the applicability threshold of \$200,000 and the grantee must impose the Section 3 requirements.

Section 3 requirements apply to the entire project, not just the HUD-financed portion. If a HOME or HTF project receives more than \$200,000 of HUD funding for housing rehabilitation or construction, then Section 3 requirements are triggered and apply to all hiring efforts made during construction, including efforts that are financed by other, non-HUD sources of funds. All contractors and subcontractors must be made aware of the need to comply with Section 3 requirements.

IV. TIMELINE FOR IMPLEMENTATION

A. EFFECTIVE DATE

The final rule became effective on November 30, 2020. As of November 30, 2020, the requirements of the interim rule, 24 CFR part 135, were no longer in effect. Projects with HOME and RTF commitments made before November 30, 2020, must continue to comply with the requirements of the interim rule.

B. COMPLIANCE DATE

The regulations are applicable to Section 3 projects for which assistance or funds are committed on or after July 1, 2021. Grantees must implement the updated Section 3 requirements by July 1, 2021, including the reporting requirements at 24 CFR 75.25. HOME and HTF grantees must report Section 3 data in HUD's Integrated Disbursement and

Information System (IDIS). While the effective date of the final rule was November 30, 2020, HUD expected grantees to transition to the updated 24 CFR part 75 requirements and revise their policies and procedures and systems to comply with the requirements of the final rule and to make the necessary changes in IDIS by July 1, 2021. Due to this, HUD will not enforce compliance with the final rule's reporting requirements until July 1, 2021. This means that grantees are not required to report Section 3 data for any project to which HOME and HTF funds were committed or any project that was completed after November 30, 2020 and before July 1, 2021. Grantees must, however, keep all files associated with Section 3 projects with commitments made after November 30, 2020, but before July 1, 2021, or completed between November 30, 2020, and July 1, 2021, to demonstrate that projects comply with the requirements of the final rule.

Grantees will be unable to input Section 3 data into IDIS for projects with commitments prior to July 1, 2021.

Commitment Date	Before 11/30/2020	On or After 11/30/2020 but before 7/1/2021	On or After 7/1/2021
Applicable Regulations	24 CFR Part 135	24 CFR Part 75	24 CFR Part 75
Reporting Requirement	Reporting requirements apply and grantee must retain documentation demonstrating compliance in project file with interim rule	No reporting requirements but grantees must retain documentation demonstrating compliance with final rule in project file	Report compliance data in IDIS at project completion

V. TRACKING LABOR HOURS

The final rule introduces several new concepts and definitions to align the rule more closely with the statutory priorities for hiring and contracting and with grantee current practices. The most significant change is the switch from tracking and reporting new hires and contracts to tracking and reporting labor hours. "Labor hours" means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance in accordance with 24 CFR 75.5. The final rule's focus on labor hours seeks to measure total actual employment and the proportion of the total employment performed by low- and very low-income workers. In addition, the change to tracking labor hours emphasizes continued and long-term employment. The focus on labor hours creates an incentive for employers to invest in and retain their workers.

Under the final rule at 24 CFR 75.25, grantees are required to report the total labor hours for three categories of workers on the project: all workers, Section 3 workers, and Targeted Section 3 workers. The definitions established in 24 CFR 75.5 for "Section 3 worker," "Targeted Section 3 worker," and "Section 3 business concern" were created to simplify grantee reporting

and better align with statutory priorities. These categories of workers are also used to establish benchmarks which will serve as safe harbors for compliance as discussed in Section VI of this notice.

Grantees must include language applying Section 3 requirements in *any* agreement or contract for a Section 3 project and must require contractors and subcontractors to meet the requirements of the final rule, *regardless* of whether Section 3 language is included in their agreements or contracts.

A. SECTION 3 WORKER

The new definition of Section 3 worker implements the statutory requirement that grantees ensure that job and contracting opportunities arising in connection with a HOME or HTF-assisted construction project are provided to Section 3 workers or Section 3 business concerns, to the greatest extent feasible. In accordance with the final rule, a Section 3 worker is a worker who currently fits or, when hired within the past five years, fits at least one of the following categories:

1. Is a low or very low-income person that met HUD income limits for the previous or annualized calendar year. Low- and very-low-household income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>
2. Is employed by a Section 3 business concern (defined in Section C), or
3. Is a YouthBuild participant. YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

Grantees may count Section 3 workers' labor hours for five years from when their status as a Section 3 worker is established pursuant to 24 CFR 75.31. For purposes of reporting the labor hours for Section 3 workers, an employer may choose whether the workers are defined as Section 3 workers for a five-year period at the time of the workers' hire, or when the workers are first certified as meeting the Section 3 worker definition. The five-year period for a worker cannot begin before November 30, 2020, the effective date of the final rule.

Pursuant to 24 CFR 75.31, for a worker to qualify as a Section 3 worker, an employer must maintain one of the following records from the time the worker is certified as meeting the Section 3 worker definition for the five-year period or from the time of hire (if hired within the last five years):

1. A worker's self-certification that their income is below HUD's income limit from the prior calendar year.
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8- assisted housing.
3. Certification from a PHA, or an owner or property manager of project-based Section 8-assisted housing, or an administrator of tenant-based Section 8- assisted housing that the worker is a participant in one of their programs.

4. An employer's certification that a worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
5. An employer's certification that the worker is employed by a Section 3 business concern.

Special Case: Professional Services

Professional service jobs are defined in 24 CFR 75.5 of the final rule as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services." These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. Therefore, the labor hours worked for professional services jobs are NOT to be included in the total labor hours worked on the project and were not considered in the development of benchmarks. However, if employees in professional services roles meet the definition of a Section 3 worker or Targeted Section 3 worker, their labor hours can be reported in the applicable Section 3 worker or Targeted Section 3 worker labor hour category. By structuring the requirements in this way, the final rule incentivizes grantees and contractors to hire Section 3 or Targeted Section 3 workers for professional services jobs without creating undue burden if qualified Section 3 workers are not available to fill these roles.

B. TARGETED SECTION 3 WORKER

The Section 3 statute requires certain recipients to prioritize their efforts to direct employment and economic opportunities to specific groups of low- and very low-income individuals. The new definition of Targeted Section 3 worker was created to reflect both statutory and policy priorities that HUD wishes to specifically track. A Targeted Section 3 worker for HOME and HTF is a worker who meets the definition of a Section 3 worker plus one of the following:

1. A worker employed by a Section 3 business concern (defined below), or
2. A worker who currently fits or, when hired, fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project (defined below)
 - b. A YouthBuild participant.

In 24 CFR.. 75.5, the final rule defines the service area or the neighborhood of the project as "an area Within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census."

For a worker to qualify as a Targeted Section 3 worker, there must be evidence that the worker meets at least one of the categories in the definition. Therefore, in addition to the documentation certifying that the worker meets the definitions of a Section 3 worker, one of the following sources of documentation must be maintained:

1. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
2. An employer's certification that the worker is employed by a Section 3 business concern; or
3. A worker's self-certification that the worker is a YouthBuild participant.

If a HOME- or HTF-assisted Section 3 project is combined with public housing financial assistance, for purposes of the HOME or HTF reporting, the grantee has the option under 24 CFR 75.29 (Multiple Funding Sources) of following the public housing definition of Targeted Section 3 worker at 24 CFR 75.11 to simplify project reporting.

A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

1. A worker employed by a Section 3 business concern, or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing or Section 8-assisted housing
 - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance
 - c. A YouthBuild participant

For a worker to qualify as a Targeted Section 3 worker under the public housing financial assistance definition, there must be evidence that the worker meets at least one of the categories in the definition. Therefore, in addition to the documentation certifying that the worker meets the definitions of a Section 3 worker, one of the following sources of documentation must be maintained

1. An employer's certification that the worker is employed by a Section 3 business concern; or
2. A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
3. A certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
4. A worker's self-certification that the worker is a YouthBuild participant.

C. SECTION 3 BUSINESS CONCERN

The statute creates a contracting priority for businesses that provide economic opportunities for low- and very low-income workers. To implement this priority, the final rule includes labor hours worked by Section 3 business concern employees to count towards benchmarks for Section 3 workers and Targeted Section 3 workers. HUD also created a new Section 3 business concern definition that incorporates the change to labor hours and increases the threshold of work performed by a business by low- and very low-income workers given the final rule's inclusion of all Section 3 business concern employees' labor hours in the definition of both Section 3 workers and Targeted Section 3 workers. Grantees must certify that they are making efforts to prioritize contracting with Section 3 business concerns and are responsible for verifying that businesses meet the definition of a Section 3 business concern.

A Section 3 business concern is now defined in 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51% owned and controlled by low or very low-income persons,
2. Over 75% of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or
3. It is at least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.

VI. DOCUMENTING COMPLIANCE

The final rule at 24 CFR 75.23 requires HUD set Section 3 benchmarks by publishing a notice, subject to public comment, in the Federal Register. These benchmarks provide grantees a safe harbor by defining the percentage of labor hours worked by Section 3 workers and Targeted Section 3 workers on a project to be in compliance. If a grantee certifies to the prioritization of effort in 24 CFR 75.19 and meets or exceeds the Section 3 benchmarks, then the grantee will be considered to have complied with the requirements in the final rule (i.e., met the safe harbor), in the absence of evidence to the contrary. If a grantee does not meet requirements of 24 CFR 75.23's Section 3 safe harbor, HUD will require additional qualitative reporting to demonstrate compliance with the rule.

A. BENCHMARKS

The final rule requires grantees to track and report the labor hours worked on Section 3 projects. HUD published the benchmark notice in the Federal Register to establish initial numeric goals, or benchmarks, to measure grantee compliance with the final rule. Publishing the numeric benchmarks in a separate notice from the final rule provides HUD with the flexibility to update the goals as needed. HUD plans to review and update the benchmarks at least once every three years through notice in the Federal Register.

The **final** rule at 24 CFR 75.25(a) requires grantees to report the following hours (including total **hours** worked by all contractors and subcontractors) for Section 3 projects:

1. The total number of labor hours worked by all workers;

2. The total number of labor hours worked by Section 3 workers; and
3. The total number of labor hours worked by Targeted Section 3 workers.

If time and attendance reporting is not required, grantees may report to HUD using a good faith assessment. Grantees can report their own labor hours or that of a contractor, or subcontractor based on the employer's good faith assessment of the labor hours of an employee informed by the employer's existing salary or time and attendance-based payroll systems.

The benchmark notice establishes the current benchmarks that are applicable for a HOME or RTF Section 3 project where the total amount of HUD assistance to the project exceeds a threshold of \$200,000, which are:

1. Benchmark 1: Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Section 3 workers

$$\text{Section 3 Labor Hours/Total Labor Hours} = 25\%$$

AND

2. Benchmark 2: Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Targeted Section 3 workers

$$\text{Targeted Section 3 Labor Hours/Total Labor Hours} = 5\%$$

Exam.Jfile

Springfield commits \$300,000 of HOME funds to ABC Developers to rehabilitate a multifamily rental building. By committing an amount above the \$200,000 threshold, the Section 3 requirements apply to this project. In accordance with 24 CFR 92.504(c)(3)(vi) and 24 CFR 92.508(a)(7)(xi), Springfield's HOME written agreement with ABC Developers requires that ABC Developers must report to Springfield at project completion (1) the total *Labor hours*, (2) the total *Section 3 Labor hours*, and (3) the total *Targeted Section 3 Labor hours* on the project.

ABC Developers is responsible for collecting labor hour data from all contractors and subcontractors it hires to complete the project. Upon project completion, ABC Developers reports to Springfield that a total of 5,000 labor hours were worked on the project. Of that total, 1,300 were worked by employees who self-certified as Section 3 workers. Additionally, 300 of those 1,300 hours were performed by workers who lived within a one-mile radius of the work site. Springfield has met the project-level Section 3 Benchmarks and reports the following data in IDIS at completion:

Total Labor Hours	5,000	
Section 3 Labor Hours	1,300	26%
Targeted Section 3 Labor Hours	300	6%

B. REPORTING

HUD will no longer require Section 3 compliance data to be reported annually in the Section 3 Performance Evaluation and Reporting System (SPEARS) for HOME and HTF projects. The previous reporting modules in SPEARS will be decommissioned in 2021. While the final rule requires annual reporting on Section 3 compliance, to simplify compliance with the reporting requirements of the final rule, grantees will report project level data in IDIS. The Section 3 reporting data fields will be available on the JDIS activity accomplishment screens and in the Consolidated Annual Performance and Evaluation Report (CAPER) beginning July 1, 2021. Grantees will be required to enter Section 3 applicability and data before a HOME or HTF rehabilitation or new construction project can be marked as complete in IDIS. The data reported at the activity level in IDIS will populate into the CAPER and a Section 3 Microstrategy report (available through IDIS), eliminating the need for a separate annual Section 3 reporting system. When grantees submit their CAPER, they will fulfill the final rule's requirement for annual reporting. The Section 3 Microstrategy report can also be used to track compliance at the project level.

When an activity is set-up in IDIS, grantees must indicate whether it is subject to Section 3. If a grantee indicates that the activity is subject to Section 3 during set-up, IDIS will generate Section 3 reporting fields on the activity completion screens. The Section 3 reporting fields will only populate in IDIS if the grantee indicates that the activity has a Written Agreement

Execution Date (previously called Initial Funding Date) of July 1, 2021, or later. The Section 3 reporting fields include total labor hours worked, Section 3 labor hours worked, and Targeted Section 3 labor hours worked. When grantees enter labor hour data, IDIS will calculate the percentage of Section 3 labor hours worked and the percentage of Targeted Section 3 labor hours worked out of all labor hours worked. IDIS will also indicate whether the established benchmarks (25% Section 3 worker hours, 5% Targeted Section 3 worker hours) were met.

If both benchmarks are met, no further reporting is required on that activity, as HUD will consider the activity to be in full compliance with Section 3. If either of the Section 3 benchmarks *is not met*, IDIS will require further reporting on the qualitative efforts that were made to try and reach the benchmarks (see Section C).

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		Calculated Percentage	Safe Harbor Benchmark Met
Total Labor Hours	100		
Section 3 Worker Hours	25	25%	Yes
Targeted Section 3 Worker Hours	5	5%	Yes

		Calculated Percentage	Safe Harbor Benchmark Met
Total Labor Hours	100		
Section 3 Worker Hours	20	20%	No
Targeted Section 3 Worker Hours	1	1%	No

C. QUALITATIVE EFFORTS

If a grantee does not meet the benchmarks but can provide evidence that it has made qualitative efforts to provide low- and very low-income persons with employment and training opportunities, then the grantee will be considered compliant with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

The final rule at 24 CFR 75.25 provides a list of qualitative efforts that demonstrate what HUD considers to be efforts to comply with the Section 3 benchmarks. If benchmarks were not met for a project, IDIS will display a checklist of the qualitative efforts from 24 CFR 75.25 on the activity completion screen. A grantee must select at least one option from the list that best describes their efforts or describe their efforts in a box labelled "other" to proceed to the next activity completion screen. Grantees must also maintain records in their project files to document the efforts they report in IDIS.

The checklist displayed in IDIS for qualitative efforts includes the following options:

- Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
- Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- Direct, on-the job training (including apprenticeships).
- Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- Technical training such as arranging for, contracting for, or paying tuition for, off-site training.
- Outreach efforts to identify and secure bids from Section 3 business concerns.
- Technical assistance to help Section 3 business concerns understand and bid on contracts.
- Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- Held one or more job fairs.
- Provided or connected residents with supportive services that can provide direct services or referrals.
- Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- Assisted residents with finding childcare.
- Assisted residents to apply for/or attend community college or a four-year educational institution.
- Assisted residents to apply for or attend vocational/technical training.
- Assisted residents to obtain financial literacy training and/or coaching.
- Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Provided or connected residents with training on computer use or online technologies.
- Other. Specify:

IDIS provides an empty text box next to "Other" to give grantees the option of entering a description about efforts taken that are not included in the list of qualitative efforts provided. Examples of qualitative efforts not included in the checklist displayed in IDIS are:

- Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching, etc.);
- Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses; or,
- Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

VII. HUD MONITORING

The final rule establishes that the HUD program offices providing the financial assistance will perform Section 3 oversight. As part of this new oversight responsibility, Community Planning and Development (CPD) representatives in HUD field offices will monitor Section 3 compliance as part of the existing CPD onsite or remote monitoring process using exhibits in the CPD Monitoring Handbook. HUD may make findings and impose appropriate remedies and sanctions in accordance with the program's regulations.

To prepare for potential monitoring, grantees must keep records demonstrating compliance with Section 3 requirements on a project-level basis. Grantees are required to establish and maintain documentation to demonstrate that workers on Section 3 projects meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period. This includes requiring written reports from developers or contractors summarizing the totals for Labor hours and Section 3 worker Labor hours and documentation from employees or employers certifying that they met the Section 3 worker definitions (see Section V). Any information that is entered into !DIS must have written documentation demonstrating accuracy of the data. Additionally, grantees must retain documentation that ensures that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period. Documentation must be maintained for five years following project completion.

Attachment L

HUD's Grant
Guide,
Federal
Requirements
(pages 16-27)

Full guide will be
available at the
mandatory site
visit

SECTION 5 FEDERAL REQUIREMENTS

The CPF Grant Agreement will set forth all applicable regulatory requirements for your grant. As the grantee, you are responsible for managing the project and ensuring the proper use of the CPF funds in compliance with all applicable Federal requirements. You are also responsible for ensuring the completion of the project and its proper closeout.

Where statutory restrictions apply, HUD cannot provide waivers or exceptions without statutory authority to do so. In circumstances where there is a conflict between this CPF guide and other HUD guidance, HUD will resolve the conflict.

5.1 Requirements Under the Relevant Appropriations Acts:

The following requirements are made applicable by Congress in each Fiscal Year Appropriations Act.

Consolidated Appropriations Act Requirements	Summary
Project, Recipient, and Amount for each FY CPF award	The Project, Recipient, and Amount of each Respective Fiscal Year CPF award must be consistent with the "project", "recipient", and "amount" specified by the table listed under HUD of the Joint Explanatory Statement (<u>JES</u>)
Eligible Expenses/Allowable Costs	Consistent with grantee's Fiscal Year Award Act's provisions, eligible expenses of the grant may include administrative, planning, operations and maintenance, and other costs that are reasonable and necessary to carry out the "project" specified in the table listed under HUD of the respective <u>JES</u> PLEASE NOTE: <i>To be allowable under the grant, the cost not only must be eligible, but also must meet the cost allowability criteria in 2 CFR 200.403, unless a statute expressly provides otherwise (such as in the case of pre-award costs as noted below).</i>
Eminent Domain	No Federal funds provided under your award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects,

Consolidated Appropriations Act Requirements	Summary
	and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.
Restriction on Use of Funds for Computer Networks	No Federal funds provided under your award may be used to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
Pre-award Cost	Consistent with the Consolidated Appropriations Act's provisions, CPF grant funds may be used to reimburse costs (including administrative, planning, operations and maintenance, and other costs) incurred before execution of the grant agreement, provided that: (1) Costs are incurred on or after the enactment date (Federal Nexus Date) of the Consolidated Appropriations Act of the respective Fiscal Year (2) The soft costs are covered by <u>HUD's nationwide environmental review for CPF soft costs</u> (3) The hard costs are incurred on or after the completion of the required project-specific environmental review; and (4) The costs meet the allowability criteria in <u>2 CFR 200.403(a)</u> through (g).
Recordkeeping and Access to Records	Under the terms of your grant agreement, you will maintain complete and accurate books of account for this award and award activities in such a manner as to permit the Recipient to prepare statements and reports in compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting.

Consolidated Appropriations Act Requirements	Summary
Generally Applicable HUD Requirements	Both you and your subrecipients must comply with the generally applicable HUD requirements in 2 CFR Part 5, subpart A, including all applicable fair housing and civil rights requirements. Grants to Tribes and TDHs are subject to the nondiscrimination requirements in 2 CFR 1000.12 in lieu of nondiscrimination requirements in 24 CFR 5.105(a).

5.2 Crosscutting Federal Requirements

The following requirements apply to all federal funding (known as crosscutting requirements) and also apply to each FY CPF grant.

Crosscutting Federal Requirement	Summary
SAM Registration and UEI	The System for Award Management (SAM) and Unique Entity Identifier (UEI) requirements under 2 CFR Part 25 apply. Unless an exception under 2 CFR part 25 applies, each applicant for a CPF award must: 1. Be registered with SAM.gov before submitting an application or plan; 2. Include its UEI in each application or plan submitted to HUD; and 3. Maintain an active SAM registration with current information at all times while the applicant or grantee has an active Federal award or an application under consideration by a Federal agency. This includes: a. reviewing and updating the information in SAM.gov annually from the date of initial registration or later updates to ensure the information is current, accurate and complete; and b. if applicable, identifying the applicant or grantee's immediate and highest-level owner and subsidiaries, as well as providing information on all predecessors that have received a Federal contract or grant within the last three years.

Crosscutting Federal Requirement	Summary
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	To Sign up or Reactivate SAM.gov Account: You must have a SAM.gov account. If your organization is already registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. Remember, you must be signed into your SAM.gov account to view entity records. To learn how to view your UEI, go here. 2 CFR 200 requirements apply to all CPF grants. You are encouraged to review these regulations, including the provisions at: • Suspension and debarment at 2 CFR 200.214 • Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216 • Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305 • Program income requirements at 2 CFR 200.307* • Revision of budget and program plans at 2 CFR 200.308 • Disposition of property acquired with CPF funds at 2 CFR §200.311 • Procurement requirements at 2 CFR §200.317-327 • Record retention and access requirements at 2 CFR 200.334-200.338 • Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330 • Subrecipient monitoring and management at 2 CFR 200.331-200.333 • Remedies for Noncompliance at 2 CFR 200.339-200.343 • Close out of federal grants at 2 CFR §200.344-346 • Cost Principles at 2 CFR Part 200, subpart E • Audit requirements at 2 CFR Part 200, subpart F • Conflict of Interest at 2 CFR 200.317 & 200.318(c) *Program Income - For purposes of all CPF awards, program income must be used for the purposes and under the conditions of your specific CPF award in accordance with the addition requirements at 2 CFR 200.307. Costs incidental to the generation of program income may be deducted from gross

Crosscutting Federal Requirement	Summary
Environmental Review Requirements (24 CFR Part 50 or Part 58) Quick Overview More detailed guidance is provided in this section.	income to determine program income for purposes of your CPF grant, provided these costs have not been charged to the Federal award. Further technical assistance will be provided to grantees with projects that may generate program income. All projects funded by HUD are subject to requirements under the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58. Environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD CPD Field Office Director through issuance of the Authority to Use Grant Funds (HUD-7015.16), as applicable, prior to taking any choice limiting action, to avoid violations under 24 CFR 58.22 which prohibits limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review. This means: <i>You may not commit or spend ANY project funds (CPF or non-CPF funds) on hard costs or take any choice limiting actions until the project completes an environmental review. Examples of choice limiting actions include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project. Failure to comply with the prohibition on choice limiting actions and Section 110(k) can result in forfeiture of grant funds.</i> The environmental review must be completed by a Responsible Entity (RE) as defined at 24 CFR 58.2(a)(7), or HUD under 24 CFR Part 50 if your local or state government is unable to serve as the Responsible Entity to complete the review. You are encouraged to commence the environmental review process for your project as soon as possible. Under Part 58, the environmental review process is complete when the Responsible Entity (RE) certifies the review and, if applicable, a Request for Release of Funds and Certification is approved by HUD CPD Field Office Director through issuance of the HUD-7015.16, as applicable. Under Part 50, the environmental review process is complete when certified by the HUD Authorizing Official.

Crosscutting Federal Requirement	Summary
Build America, Buy American	The Build America, Buy America Act (BABA) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021. BABA established the Buy America Preference (BAP), which requires that Federally funded infrastructure projects use domestically produced materials. 1. HUD issued a <u>Phased Implementation Waiver</u>, so BABA applies differently depending on the fiscal year in which the CPF grant was awarded: a. FY22 and FY23 CPF grants: BABA does not apply. b. FY24 CPF grants: BABA applies to iron and steel materials only. c. FY26 CPF grants (and all future CPF grants): BABA applies to all covered materials (iron and steel, construction materials, and manufactured products).
Indirect Cost Rate	Normal indirect cost rules under 2 CFR Part 200, subpart E apply. The appropriate grant agreement appendix must be filled out and signed if you intend to use an indirect cost rate to calculate and charge indirect costs to the grant. Special instructions for state and local governments: If your department or agency unit has a federally negotiated indirect cost rate, you must include that rate and the applicable distribution base in the table provided and be able to support that rate information with a letter or other documentation from the cognizant agency showing the approved rate. If your department or agency unit receives more than \$35 million in direct Federal funding per year, you may not claim indirect costs until you receive a negotiated rate from your cognizant agency for indirect costs as provided in Appendix VII to 2 CFR Part 200. If your department or agency unit receives no more than \$35 million in direct Federal funding per year and your department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with 2 CFR Part 200, Appendix VII, you may include the rate and distribution base specified in that indirect cost rate proposal.

Crosscutting Federal Requirement	Summary
	Alternatively, if your department or agency unit receives no more than \$35 million in direct Federal funding per year and does not have a current negotiated rate (including provisional rate), you may elect to use the de minimis rate as allowed under 2 CFR 200.414(f). As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs and must not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be used for all Federal awards until you choose to negotiate for a rate, which you may apply to do at any time. Special instructions for applicants other than state and local governments: If you have a Federally negotiated indirect cost rate, you must include that rate and the applicable distribution base in the table provided and be able to support that rate information with a letter or other documentation from the cognizant agency showing the approved rate. If your organization does not have a current negotiated rate (including provisional rate) and elects to use the de minimis rate, your application must clearly state you intend to use the de minimis rate. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs and must not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be used for all Federal awards until the organization chooses to negotiate a rate, which the organization may apply to do at any time.
Economic Opportunities for Low- and Very Low- Income Persons: Section 3 Requirements (24 CFR Part 75) and Indian Preference	Under 24 CFR §75.3(c), grants to Tribes and TDHs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) in lieu of Section 3. For all other CPF grant recipients, if \$300,000 or more is awarded for projects involving housing construction, rehabilitation, or other public construction, the Section 3 requirements in 24 CFR Part 75 apply. Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects), and the HUD regulations at 24 CFR Part 75, ensure to the greatest extent feasible that training employment, contracting and other economic opportunities be directed to low-

Crosscutting Federal Requirement	Summary
	and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons where a proposed project is located. You are encouraged to review the requirements of this regulation to determine ways to support the mission of increasing economic opportunity for low- and very-low-income persons and small business owners in your community. <u>HUD Local Offices Directory</u> <u>Equal Employment Opportunity Commission</u> <u>Office of Federal Contract Compliance Programs</u>
Uniform Relocation Assistance and Real Property Acquisitions Policies Act	With certain limited exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. §§ 4601 et seq.), and the government-wide regulations issued by the Federal Highway Administration at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person (as defined in 49 CFR 24.2) who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance. CPF grants are subject to HUD's regulations at 24 CFR §5.109 concerning equal participation of faith-based organizations in HUD programs and activities.
Equal Participation of Faith Based Organizations The Federal Financial Accountability and Transparency Act of 2006 (Public Law 109-	Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended (FFATA). FFATA requires information on federal awards be made available to the public via a single, searchable website. Accordingly, your award will be subject to the requirements provided by the Award Term in Appendix A to 2 CFR Part 170, "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the Federal funding for the award (including funding that

Crosscutting Federal Requirement	Summary
282), as amended (FFATA)	may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this Award Term include filing subaward information in the <u>Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System</u> by the end of the month following the month in which the recipient awards any sub-grant equal to or greater than \$30,000. Each applicant must have the necessary processes and systems in place to comply with the Award Term in Appendix A of 24 CFR Part 170 if the applicant receives an award, unless an exception applies as provided in 2 CFR part 170.
Davis Bacon and Related Acts (DBRA)	Compliance with Davis Bacon and Related Acts (DBRA) is not a condition or requirement for CPF grants but may be required if your project is also supported by other funds which do require adherence to the DBRA.
Suspension and debarment	The governmentwide debarment and suspension regulations in 2 CFR Part 180 apply as incorporated and supplemented by HUD's implementing regulations in 2 CFR Part 2424. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
Prohibition Against Lobbying Activities	Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87 apply to all CPF grantees except Federally recognized Indian tribes and TDHs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power. The Byrd Amendment and 24 CFR part 87 prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a federal award. You must submit the certification regarding lobbying and required disclosures as described in section 2.3.3 of this Grant Guide.
Conflicts of Interest	Conflicts Subject to Procurement Regulations. In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v below. ii. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or

Crosscutting Federal Requirement	Summary
	has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. iii. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph (v). iv. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation: a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law. v. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable: a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; b. Whether an opportunity was provided for open competitive bidding or negotiation;

Crosscutting Federal Requirement	Summary
	c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question; e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii); f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and g. Any other relevant considerations. vi. Disclosure of potential conflicts of interest. Recipients must disclose in writing to your CPF Grant Officer any potential conflict of interest.
Award Term and Condition for Recipient Integrity and Performance Reports	When the total Federal share of the Federal award may include more than \$500,000 over the period of performance, the Federal agency must include the terms and conditions available in Appendix XII. See also § 200.113.
Lead-Based Paint Requirements	If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35) and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).
Fraud, Waste and Abuse	Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. §

Crosscutting Federal Requirement	Summary
	4712, employees of a governmental contractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Gross waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. <u>Federal Contractor or Grantee Protections Office of Inspector General, Department of Housing and Urban Development (hudolig.gov)</u>
Real and Personal Property Reporting Requirements	The grantee must report and account for all property acquired or improved with federal funds as provided by 2 CFR part 200 using the applicable OMB approved forms on the Grants.gov website. This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.312, and 200.314.
Drug-Free Workplace	The grantee must comply with drug-free workplace requirements under Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of section 5152-5158 of the Drug Free Workplace Act of 1988, P.L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).
Trafficking of Persons	The grantee must comply with the award term in Appendix A of 2 CFR part 175.
Violence Against Women Act	The grantee must comply with the right to report crime and emergencies protections at 34 U.S.C.12495 of the Violence Against Women Act

HUD may include additional policy requirements in your grant award, as applicable. Any such requirements will be outlined in the grant agreement and must be followed as a condition of receiving and administering CPF funds.

Attachment M

Davis-Bacon Federal Prevailing Wages

"General Decision Number: CT20260023 05/18/2026

State: Connecticut

Construction Types: Building

Counties: Connecticut Counties of
New Haven

Modification Number Publication Date

1 01/23/2026

2 05/18/2026

ASBE0033-002 06/01/2025

	Rates	Fringes
HEAT & FROST INSULATOR (INCLUDES DUCT, PIPE AND		
MECHANICAL SYSTEMS).....	\$ 48.81	33.65

BRCT0001-001 01/05/2026

	Rates	Fringes
BRICKLAYER.....	\$ 45.56	36.94

BRCT0001-005 01/05/2026

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 45.56	36.94

CARP0326-023 05/05/2025

	Rates	Fringes
CARPENTER (INCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, FORM WORK, METAL STUD INSTALLATION, SOFT FLOOR LAYER - VINYL AND RESILIENT).....	\$ 42.03	29.19

CARP0326-024 05/05/2025

	Rates	Fringes
FLOOR LAYER: CARPET ONLY.....	\$ 42.03	29.19

CARP0326-025 05/05/2025

	Rates	Fringes
FLOOR LAYER: HARDWOOD FLOORS ONLY.....	\$ 42.03	29.19

CARP0326-026 05/05/2025

	Rates	Fringes
METAL BUILDING ERECTOR (METAL SIDING / WALL PANELS).	\$ 42.03	29.19

CARP0326-027 05/05/2025

	Rates	Fringes
CARPENTER (SCAFFOLD BUILDER).....	\$ 42.03	29.19

CARP0326-036 05/05/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 42.03	29.19

CARP1121-006 01/05/2026

	Rates	Fringes
MILLWRIGHT.....	\$ 45.14	30.24

ELEC0090-012 06/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 46.48	38.05

ELEC0090-013 06/01/2025

	Rates	Fringes
ELECTRICIAN (ALARM INSTALLATION ONLY).....	\$ 46.48	38.05

ELEC0090-014 06/01/2025

	Rates	Fringes
ELECTRICIAN: COMMUNICATION TECHNICIAN.....	\$ 46.48	38.05

ELEC0090-015 06/01/2025

	Rates	Fringes
ELECTRICIAN (LOW VOLTAGE WIRING ONLY).....	\$ 46.48	38.05

ELEC0488-003 06/01/2025

	Rates	Fringes
ELECTRICIAN (HVAC/TEMPERATURE CONTROLS INSTALLATION).....	\$ 47.40	36.74

ELEV0091-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A.VACATION: 6%/UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS' DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; AND CHRISTMAS DAY.....	\$ 66.72	38.44

ENGI0478-004 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
BACKHOE/EXCAVATOR/TRACKHOE PAID HOLIDAYS: NEW		
YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE		
DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY,		
PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK		
IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF		
SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING		
DAY AFTER THE HOLIDAY.....	\$ 51.92	29.80

ENGI0478-005 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR, BULLDOZER: ROUGH GRADE		
DOZER PAID HOLIDAYS: NEW YEAR'S DAY, GOOD		
FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,		
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE		
EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE		
HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE		
WORKING DAY BEFORE AND THE WORKING DAY AFTER THE		
HOLIDAY.....	\$ 50.22	29.80
POWER EQUIPMENT OPERATOR, BULLDOZER: FINEGRADE		
(SLOPES, SHAPING, LASER OR GPS, ETC.) PAID		
HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL		
DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY		
AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3		
DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF		
SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE		
AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 51.92	29.80

ENGI0478-012 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: CRANE UNDER 100 TON RATED CAPACITY) PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....		
	\$ 56.79	29.80

ENGI0478-016 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: LOADER - 7 CUBIC YARDS OR OVER PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....		
	\$ 53.33	29.80

IRON0424-001 06/02/2025

	Rates	Fringes
IRONWORKER: REINFORCING, STRUCTURAL, ORNAMENTAL.....	\$ 45.25	43.62

LABO0455-001 04/06/2025

	Rates	Fringes
LABORER: MASON TENDER- CEMENT/CONCRETE.....	\$ 35.70	28.85

PAIN0011-014 06/01/2025

	Rates	Fringes
GLAZIER.....	\$ 43.13	26.75

PAIN0011-021 06/01/2025

	Rates	Fringes
PAINTER: BRUSH AND ROLLER.....	\$ 39.57	26.75

PAIN0011-023 06/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 40.32	26.75

PLUM0777-001 06/01/2025

	Rates	Fringes
PLUMBER.....	\$ 50.58	35.85

PLUM0777-008 06/01/2025

	Rates	Fringes
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PIPEFITTER (INCLUDES HVAC PIPE INSTALLATION).....\$ 50.58 35.85

ROOF0009-001 01/01/2026

	Rates	Fringes
ROOFER: SLATE AND TILE.....	\$ 45.65	23.53
ROOFER: COMPOSITION.....	\$ 45.15	23.53

SHEE0040-001 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (INCLUDING HVAC UNIT INSTALLATION).....	\$ 44.70	44.50

SHEE0040-002 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (METAL FLASHING AND HVAC DUCT INSTALLATION ONLY).....	\$ 44.70	44.50

SHEE0040-008 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (METAL ROOFS INSTALLATION).....	\$ 44.70	44.50

SUCT2016-005 09/19/2018

	Rates	Fringes
LABORER: COMMON OR GENERAL.....	\$ 27.85	18.04

TEAM0191-001 04/06/2025

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 36.39	32.68

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and 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.

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END OF GENERAL DECISION