



City of Auburn, Maine

60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

August 23, 2024

Dear Bidder;

The City of Auburn, a municipal corporation (hereinafter "the City") is accepting written proposals for procurement of Construction Manager at Risk (CMAR) within Guaranteed Maximum Price (GMP) services for adaptive reuse of 121 Mil St, in Auburn, Maine.

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine is necessary. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: cost, professional qualifications, experience, and references. The City may hold interviews prior to making a decision. Proposers shall be current on all amounts due to the City prior to the City entering into any contract agreement.

Proposals must be submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: "**2025-003 121 Mill St. CMAR**"

Bidders must register via email with the subject line "**2025-003 121 Mill St. CMAR**" to be included on the Bidder's list and be notified of any addenda. Questions regarding this Request for Proposals should be directed to Amanda Denning, Purchasing Analyst adenning@auburnmaine.gov by **4:00pm on Thursday September 5, 2024**. A site walk will be held on **Tuesday September 3, 2024 at noon** in order to allow perspective proposers to tour the facility. Questions will be answered in the form of an addendum on **Tuesday September 10, 2024**.

Please submit your proposal in a sealed envelope to the City of Auburn **by 2:00 p.m. on Thursday September 19, 2024**. Proposals must be received by **Amanda Denning, Purchasing Analyst 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. Proposals will be opened at 2:00 PM at Auburn City Hall. The City will not accept late bids.

Sincerely,

A handwritten signature in black ink that reads "Amanda Denning".

Amanda Denning
Purchasing Analyst

REQUESTED SCOPE OF SERVICES

The scope of services for this project includes but is not limited to pre-construction and construction services to support the City and its Design Team(s) during final project permitting, design, and construction of 121 Mill St. The CMAR will be required to hold contracts with contractors and subcontractors, coordinate the work of this project and any additional work, with the Business and Community Development Department, City Administration, and with other City of Auburn business partners. This project is anticipated to be completed in two phases

Pre-Construction Services

City intends to engage the CMAR to provide pre-construction services for the project. Without limiting the general nature thereof, the Scope of Services will include the following:

1. Attendance and participation in meetings throughout the pre-construction phase of the projects.
2. Participation in team-based value management, to include:
 - Cost estimating throughout pre-construction
 - Value engineering and alternatives analysis
 - Support and participation in life-cycle cost analysis of building systems
3. Construction schedules, logistics and constructability reviews.
4. Permitting support if necessary.
5. Procurement
 - Identification of long lead items and materials
 - Pre-purchasing of long lead items if necessary
 - Subcontractor pre-qualification and availability
 - Competitive bidding and award of subcontracts in support of schedule

Construction Services

The CMAR shall provide a full scope of general contracting/construction management services for the projects on an open book basis. The scope of work shall include all services customarily provided by construction managers working on construction projects under a GMP contract for construction including but not limited to:

- Preparation of bid packages
- Procurement, planning, logistics
- Coordination of work around other on-site projects and/or uses
- Coordination and execution of all construction activities
- Project administration
- Scheduling

- Change order administration
- Coordination with owner consultants and equipment vendors
- Installation and/or coordination of City supplied equipment
- Job site safety and cleanliness
- Punch list and closeout
- Work with Design Team to create As-Built Documents
- Monthly submittal of record documents
- Workplace/jobsite harmony

Note that performance of pre-construction services does not guarantee that any proposed GMP will be accepted or that construction of the Project will move forward.

PROJECT SUMMARY

121 Mill Street will serve as the new home for the Business and Community Development Department, providing a central location for enhanced collaboration between city staff and service providers. The facility will be rehabilitated, focusing on upgrading bathroom facilities and adding a kitchen to support an expanded community gathering space. This space will be pivotal in delivering integrated services to Auburn residents, addressing the root causes of financial instability, and fostering a stronger, more self-sufficient community. The project consists of renovating a one story, 14,700 sf, brick façade, steel framed building. The first phase of the project is to repair / replace finishes damaged in a flood in about half of the existing building and associated MEP to allow either the City or service providers operate out of this space by December, 2024. The majority of these repairs will occur in a 3,700 sf open room where the city will be placing cubicle desks and the associated existing bathrooms.

The second phase of the project will consist of renovating existing office spaces, constructing a new commercial kitchen, new bathrooms and shower areas, laundry room, site upgrades and associated MEP. It is anticipated that this work will be completed during and/or after phase 1 and will be completed by March, 2025.

The project will be funded with local/municipal funding as well as Community Development Block Grant (CDBG) and American Rescue Plan Act (ARPA) funds with Davis-Bacon Act wage requirements, Section 3 Businesses, Build America, Buy America Act (BABAA) and WBE and/or MBE firms requirements. The City shall review and approve all documentation associated with Davis-Bacon, Section 3 and BABAA compliance as well as WBE and/or MBE participation on the adaptive reuse of 121 Mill Street.

CMAR AGREEMENT

For the project, the form of Agreement between the City of Auburn and Construction Manager shall be AIA A133; General Conditions shall be AIA A201 with Supplementary Conditions to be prepared by the City.

SUBMISSION REQUIREMENTS

Interested CMAR shall submit one paper copy and one electronic PDF format copy of the RFP Response Package consisting of a Letter of Interest, a Statement of Qualifications, and Technical Proposal. A separate sealed paper copy of Cost Proposal shall be provided. Each component of the RFP Response Package and Cost Proposal shall respond to the requirements listed in the section below, at least, and shall be submitted to **Amanda Denning, Purchasing Analyst, 60 Court Street, Auburn, Maine 04210 by 2:00 p.m. on Thursday September 19, 2024.**

1. Qualifications and Experience (limit to 10 pages)

- a. Describe the qualifications and experience to provide the services required by this RFP. Include details of completed CMAR projects. Examples should focus on public safety, police and fire projects and other similar projects, not necessarily or exclusively CMAR.
- b. Describe the qualifications and experience of subconsultants and subcontractors proposed. Provide a list with the name, address, phone number, contact person, and a brief description of the entity's organizational capacity and qualifications.
- c. Provide an organizational chart of the CMAR. The organizational chart shall identify project staffing in both the pre-construction and construction phases, including if different personnel for each of the project. Cite the name, position title, and responsibilities on this project; provide brief resume and qualifications of team members.
- d. Provide a list of all current litigation in which the CMAR or its members are named, and a list of all closed cases that have closed within the past five years in which the CMAR or its members paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.
- e. Provide corporate safety records including brief description of corporate safety program.
 - i. TRIR (Total Recordable Incident Rate)
 - ii. DART (Days Away, Restricted or Transferred)
 - iii. EMR (Experience Modification Rate)
- f. Provide a certificate of insurance on a standard Acord form or equivalent evidencing the CMAR's general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services. At a minimum, CMAR shall provide evidence of coverage for the following:

- i. Workers' Compensation insurance for all employees on the Project Site in accordance with the requirements of the Workers' Compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:
 - 1. Bodily Injury by Accident \$500,000
 - 2. Bodily Injury by Disease (Each Employee) \$500,000
 - 3. Bodily Injury by Disease (Policy) \$500,000
- g. Limit Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis. Minimum acceptable limits are:
 - 1. General aggregate limit \$2,000,000
 - 2. Products and completed operations aggregate \$1,000,000
 - 3. Each occurrence limit \$1,000,000
 - 4. Personal injury aggregate \$1,000,000
- h. Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership, or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:
 - 1. Any one accident or loss \$500,000
- i. Professional Liability insurance against claims arising out of negligent acts, errors or omissions of the Consultant in rendering or failing to render professional services related to the Project. Minimum acceptable limits are:
 - 1. Each claim \$1,000,000
 - 2. Aggregate limit \$2,000,000
- j. Provide a letter from a surety evidencing the ability to provide Payment and Performance Bonds for the proposed project.
- k. Provide a list of three (3) Project References including CMAR role on the project, contact name, telephone, and email address.
- l.

2. Technical Proposal (limit to 10 pages)

- a. Describe the proposed strategy, methodology, and resources for this project, and how this plan will efficiently and effectively accomplish the tasks involved. Also, describe how the CMAR will ensure expectations and desired outcomes as a result of these services. Describe the level of effort proposed for subconsultants and subcontractors. Describe your estimating, value engineering and value management, reporting, change management and construction operating process in the best interest of the City including budget control process during pre-construction; project reporting and

frequency during construction; approach to risk management relative to schedule and cost; preferred approach(es) for any early procurement and/or design-assist trade partnerships to minimize market and design risk and any risks that may compromise competitive bidding; approach to minimizing construction impact on the surrounding community; approach on the use of local subcontractors and material vendors; and approach to safety of all personnel on and around the sites.

- b. Provide a single comprehensive and detailed Project Schedule which shows a realistic sequence of milestones, with interim and final dates proposed, based on information available to CMAR at this time. Concisely describe each task in the timeline, and the person or position primarily responsible for its implementation. Show all permitting review and approval dates.

3. Cost Proposal

- a. Submit a cost proposal that covers all the services and the entire period of the proposed project. The cost proposal shall include all costs necessary for the CMAR to fully comply with the RFP requirements, and the contract terms and conditions. Costs related to the preparation of this RFP proposal, or the negotiation of a contract, or any such related expenses shall not be included in the proposal, or the final approved contract. Only costs incurred after the contract effective date, and specified in the final approved contract, and that are specifically related to the implementation or operation of contracted services may be included. The cost proposal shall include a matrix summarizing all anticipated cost items and should indicate whether each item is included in Pre-Construction Services, Construction Services, General Conditions, General Requirements, Cost of Work, or by Owner.

Pre-Construction Services: Provide a fee proposal for pre-construction services, stated as a not-to-exceed monthly amount from the start of pre-construction services (date to be agreed upon) through the issuance of a Notice to Proceed with full construction based on a GMP, or as otherwise agreed upon. Indicate how any out-of-pocket expenses (if any) will be reimbursed. Identify the consideration, if any, which will be given to fees paid for pre-construction services in the event that the CMAR is ultimately retained to build the project.

Cost proposal should clearly define a mechanism for termination which may be exercised at any time during the pre-construction period by City upon reasonable notice.

Construction Services: Provide a proposed construction services fee and anticipated construction contingency for the Project. The fee and contingency shall be stated as a

percentage of the cost of work. Provide the proposed fee and overhead for approved change orders.

General Conditions and General Requirements: Based on the Project Schedule proposed within your response to this RFP and the Final Total Cost as described herein, provide detailed budgets relating to any and all costs not included in CMAR proposal for above Pre-Construction Services or Construction Services, including office/corporate expenses, project personnel, temporary construction and office facilities, health and safety, and other project expenses. The detailed budget should include total cost, unit of measurement, and rate for each item (e.g., indicate basis of cost, whether by lump sum, cost per week or month, percentage of total cost, etc.).

Note: It is essential that any item for which the CMAR eventually expects payment (other than the trade contracts and construction contingency) are to be included and described within one of the elements of the proposal. There will be no payment made by City to the CMAR for items or categories not included in the response.

SUBMISSION FORMAT AND CONTENT

The Proposal must conform to the format and content requirements set forth herein, including the requirement that the Proposal be divided into three separate sections:

- **Section 1 - Qualifications and Experience**
 - Executive Summary
 - Qualifications and Experience of CMAR and Subcontractors
 - Project Organization Chart
 - Litigation
 - Safety
 - References
 - Appendices
 - Resumes
 - Financial Condition
 - Licenses and Certifications
 - Insurance
 - Payment and Performance Bonds
- **Section 2 - Technical Proposal**
 - Executive Summary
 - Strategy/Methodology/Resources
 - Pre-Construction Budget Controls
 - Construction Budget Controls
 - Schedule and Cost Risk Management
 - Market and Design Risk Management
 - Construction Coordination
 - Local Subcontractor and Material Suppliers
 - Site Safety
 - Detailed Project Schedule
 - Bid Form
- **Section 3 - Cost Proposal (Separate Sealed Envelope)**
 - Cost Proposal Form

Proposers are encouraged to be concise and to respond as directly as possible to the requirements set forth in the RFP. Not including appendices as noted above, Qualifications and Experience shall not exceed 10 pages and Technical Proposal shall not exceed 10 pages. It is proposers' responsibility to include information in its proposal to present all relevant information.

EVALUATION AND SELECTION PROCESS

1. Scoring will be based on a 100-point scale and will measure the degree to which each proposal satisfies the following criteria:
 - a. Qualifications and Experience (35 points)
 - b. Technical Proposal (30 points)
 - c. Cost Proposal (35 points)
2. Preference will be given to those CMAR who demonstrate a capacity to meet the City of Auburn target schedule and budget.
3. The evaluation of the Qualifications and Experience, and Technical Proposal shall be completed prior to opening the cost proposal.
4. The selection committee will review and rank all submissions, conduct interviews as needed, contact references and notify all proposers regarding the results of the selection process.
5. The selection committee will invite the highest ranked CMAR to negotiate final terms, conditions, and costs. In the event of failure to negotiate a mutually agreed upon contract, the selection committee may terminate negotiation with the first CMAR, and negotiate with the next highest ranked CMAR, and so on.

BID PROPOSAL FORM

(Please do not submit in the sealed Cost Proposal)

Due: Thursday September 19, 2024

To: City of Auburn
Amanda Denning, Purchasing Analyst
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for thirty days (30) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Company _____

Name (print) _____ Title _____

Phone Number _____

Address _____

Email Address _____

STATE OF MAINE

_____, SS.

Date: _____

Personally, appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public

Print Name

Commission Expires _____

Addendum Acknowledged:

_____ Date: _____ Initials: _____

_____ Date: _____ Initials: _____

**121 Mill Street CMAR
COST PROPOSAL**

Company Name:	Cost	Additional information What is included:
<p align="center">Pre-Construction (Dollar amount)</p>		
<p align="center">Construction Services Fee (Percentage)</p>		
<p align="center">Change Order Fee (Percentage)</p>		
<p align="center">General Conditions and General Requirements (Dollar amount)</p>		
<p align="center">Construction Contingency (Percentage)</p>		
<p>Will there be any costs or fees that will be incurred by the City that are not captured above? If yes, please explain:</p>		

APPENDIX A

Community Development Block Grant (CDBG) Funding

Davis Bacon Wages Rates (Federal Funding)

Compliance with Federal Requirements

Special Provision 105 – Buy America

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

This project is partially funded through CDBG funds. When using the CDBG funds, the Contractor shall comply with all Federal Requirements and comply with the Federal Wage Rates as defined within the project bid book.

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

State of Maine Department of Labor - Bureau of Labor Standards
 Augusta, Maine 04333-0045 - Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

2024 Fair Minimum Wage Rates -- Building 2 Androscoggin County (other than 1 or 2 family homes)

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$34.00	\$4.66	\$38.66
Bulldozer Operator	\$31.50	\$7.53	\$39.03
Carpenter	\$28.23	\$19.37	\$47.60
Cement Masons And Concrete Finisher	\$23.50	\$4.35	\$27.85
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$24.50	\$0.00	\$24.50
Construction Laborer	\$22.72	\$2.94	\$25.66
Crane And Tower Operators	\$38.50	\$10.43	\$48.93
Crushing Grinding And Polishing Machine Operators	\$23.00	\$4.94	\$27.94
Drywall And Ceiling Tile Installers	\$28.23	\$19.37	\$47.60
Earth Drillers - Except Oil And Gas	\$22.31	\$6.19	\$28.50
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$38.51	\$6.00	\$44.51
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$54.28	\$34.31	\$88.59
Excavator Operator	\$31.38	\$5.91	\$37.29
Fence Erectors	\$26.75	\$4.05	\$30.80
Flaggers	\$20.00	\$0.38	\$20.38
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.25	\$6.59	\$33.84
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$23.00	\$1.99	\$24.99
Hazardous Materials Removal Workers	\$21.00	\$1.99	\$22.99
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$32.00	\$5.60	\$37.60
Heavy And Tractor - Trailer Truck Drivers	\$22.75	\$1.04	\$23.79
Highway Maintenance Workers	\$20.00	\$0.00	\$20.00
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$23.00	\$3.59	\$26.59
Ironworker - Ornamental	\$30.83	\$24.97	\$55.80
Light Truck Or Delivery Services Drivers	\$23.34	\$1.67	\$25.01
Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$27.75	\$4.89	\$32.64
Operating Engineers And Other Equipment Operators	\$24.00	\$2.38	\$26.38
Paver Operator	\$27.03	\$6.49	\$33.52
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.89	\$33.39
Plumbers Pipe Fitters And Steamfitters	\$29.50	\$5.48	\$34.98
Pump Operators - Except Wellhead Pumps	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$27.03	\$7.68	\$34.71
Reinforcing Iron And Rebar Workers	\$30.83	\$24.97	\$55.80
Riggers	\$29.25	\$7.79	\$37.04
Roofers	\$23.75	\$3.11	\$26.86
Screed/Wheelman	\$29.25	\$4.94	\$34.19
Sheet Metal Workers	\$24.50	\$5.15	\$29.65
Structural Iron And Steel Workers	\$30.83	\$24.97	\$55.80
Tapers	\$32.63	\$0.00	\$32.63
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$35.85	\$19.59	\$55.44
Telecommunications Line Installers And Repairers	\$31.03	\$18.73	\$49.76
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

Attest: 
Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Expiration Date: 12-31-2024
Revision Date: 3-1-2024

COMPLIANCE WITH FEDERAL REQUIREMENTS

1. Section 3 Requirements

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into the local economy. The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As a condition of receiving HUD assistance recipients must certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of subagreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

SECTION 3 CLAUSE: Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clauses (referred to as section 3 clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said

labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

APPLICABILITY OF SECTION 3

Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are **required to comply** with the Section 3. Accordingly, the recipient must attempt to reach the **Section 3 minimum numerical goals** found at 24 CFR Part 135.30 by:

- 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and
- 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

Contractors that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

TRIGGERING THE REQUIREMENTS OF SECTION 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities. If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

RECIPIENT RESPONSIBILITIES PURSUANT TO SECTION 3

Contractors are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3.

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SECTION 3 RESIDENTS ARE:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

SECTION 3 BUSINESS CONCERNS ARE ONE OF THE FOLLOWING:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

For additional information, please visit the Section 3 website at: www.hud.gov/section3

AFFIRMATIVE ACTIONS

1. When feasible, segmenting total work requirements to permit maximum DBE participation.
2. Assuring that DBEs are solicited whenever they are potential sources of goods or services. This activity may include:
 - a. Sending letters or making other personal contacts with DBEs or other DBEs known to the bidder. DBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - i. Specific description of the work to be subcontracted;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. iii. Date quotation is due to the bidder;
 - iv. iv. Name, address, and phone number of the person in the bidder's firm whom the prospective DBE subcontractor should contact for additional information.

- b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and DBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to DBE firms.
3. Establishing delivery schedules, if feasible, which will encourage participation by DBEs.

DETERMINATION OF COMPLIANCE

It is to be noted that bidders must demonstrate compliance with DBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of DBEs expected to perform work;
2. Work to be performed by the DBEs;
3. Aggregate dollar amount of work to be performed by DBEs;
4. Description of contacts to DBE organizations, agencies, and associates which serve DBEs, including names of organizations, agencies, and associations, and date of contacts;
5. Description of contacts to DBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Disadvantaged Business Enterprise Utilization Worksheet and submit it to the City with their bid.

For a list of certified firms and company designation (DBE) go to <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php#directory>

2. Equal Employment Opportunity

The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed religion, sex, familial status, handicap, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, familial status, handicap, or

national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, familial status, handicap or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 28, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the

contractor may request the United States to enter into such litigation to protect the interest of the United States.

3. The Copeland Anti-Kickback Act

The Contractor shall comply with the Copeland Anti-Kickback Act. This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

The Contractor shall comply with the Contract Work Hours and Safety Standards Act. Each contractor shall be required to compute wages of every mechanic or laborer on the basis of a standard workweek of 40 hours. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

5. Davis-Bacon Act

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum specified in the Wage Decision contained herein this document.

6. Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction

See attached Federal Labor Standards Provisions, form HUD-4010.

A contractor's guide is available to help you better understand and comply with Davis-Bacon labor standards. The guide is available on HUD's home page at:

<http://www.hud.gov/offices/adm/hudclips/guidebooks/HUD-LR-4812/4812-LR.pdf>

7. CERTIFICATION OF NONSEGREGATED FACILITIES

(This section is applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where

segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this proposed contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed contractors for prior to the award of subcontracts exceeding \$10,000 which are not exempt from his provisions of the Equal Opportunity clause; that he will retain such certifications in files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Respectfully submitted,

By: _____

Print: _____

Title: _____

Business Address: _____

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Build America, Buy America)

105.11 Other Federal Requirements Amend this section by adding the following:

This special provision was created for the Build America, Buy America Act (BABA) to expand the list of construction materials required to be manufactured in the United States beyond what is currently only required for steel/iron products. The Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58 includes the Build America, Buy America Act. The Office of Management and Budget issued memorandum M-22-11 to provide guidance on the law which can be found here:

<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

All iron/steel, including the iron/steel in construction materials and manufactured products, must satisfy Buy America 23 CFR 635.410 requirements.

All construction materials, as defined in the following, that are permanently incorporated into federal-aid projects shall meet Build America, Buy America requirements.

For the purpose of this Specification, construction materials shall include an article, material, or supply that is or consists primarily of the following.

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

All manufacturing processes for construction materials shall occur within the United States. The category of construction materials excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Due to a nationwide waiver, BABA requirements do not apply to manufactured products for FHWA funded projects. Manufactured products are items that consist of two or more of the listed construction materials that have been combined through a manufacturing

process, and items that include at least one of the listed materials combined with a material that is not listed (including steel/iron) through a manufacturing process.

The Contractor shall certify in writing that all permanently incorporated Construction Materials for this contract meet the BABA requirements.