

REQUEST FOR PROPOSALS
NOTICE TO CONSTRUCTION MANAGEMENT FIRMS
PREBLE STREET – JOE’S PLACE PROJECT
03/03/25

Preble Street, as Owner, is accepting proposals from firms to serve as Construction Manager At Risk (CMAR) for the renovation of a building at 343 Cumberland Avenue in Portland, Maine, to create a facility to provide assistance to homeless and runaway youth, including overnight shelter and access to a full range of services (the “Project”). The CMAR contract will be based on cost plus fixed fee with a Guaranteed Maximum Price (“GMP”).

1. PROJECT DESCRIPTION:

Interior renovations of existing offices, meeting rooms, and day-use shelter assembly totaling to 9,675 SF. The renovation will merge the day and night teen shelter into one building, and will include (2) open concept sleeping areas and a series of private sleeping rooms. The new sleeping areas, classified as residential occupancy, will be required to have a 1-hour separation between the main level and lower level. Exterior renovations on the project are to include, but not limited to, retrofitting the main entry and demolishing the existing courtyard floor assembly. Refer to Appendix A for Construction Document Drawings and Specifications.

This CMAR Project will be undertaken in two phases: preconstruction phase and construction phase. In the preconstruction phase, the selected CMAR will work with the Owner and the Architect to review completed construction documents with schedule, budget, and design that meets the Owner’s requirements. The preconstruction scope of work will include scheduling, performing constructability reviews, proposing cost savings and value engineering options, identifying long lead-time materials, and bidding for subcontractors. The CMAR will obtain subcontractor bids based on the construction documents and provide a GMP proposal to the Owner.

The Owner expects construction to begin in late Spring or Summer, 2025 with substantial completion by Spring or Summer, 2026. The project must start at the absolute latest by September 27, 2025. The construction budget for the Project is approximately \$3,500,000.

For complete details of the Project and scope of work, refer to the preliminary Drawings and Specifications provided in [Appendix A](#).

Project scope is subject to change based on successful completion of HUD Environmental Review. As of issue date of this RFP, Environmental Review has been completed by consultant and pending approval from HUD; no scope change is anticipated.

2. FEDERAL FUNDING

Interested firms should note that this Project is supported by federal funding through an FY2024 HUD Community Project Funding grant and that certain federal contract provisions will apply to this Project. See [Appendix D](#).

- Under the Build America, Buy America Act (BABAA), the Buy America Preference applies to all iron and steel products used in this Project.
- Under HUD’s Phased Implementation Waiver, the Buy America Preference **does not apply** to construction materials and manufactured products used in this Project.
- The Davis-Bacon and Related Act **do not apply** to this Project.

Fees for federally funded construction contracts cannot be based on cost of work plus a percentage. Accordingly, fees for Preconstruction Services and the Construction Manager Fee shall be stated as fixed lump sum amounts and shall include the CMAR’s overhead and profit. Due to the advanced state of construction documents, it is anticipated that Preconstruction Services costs will be minimal.

3. RFP PROCESS:

A mandatory pre-submission conference for all interested firms will be held on site at 343 Cumberland Ave at 7am on March 12th, 2025.

The Owner will receive sealed proposals no later than 5pm on April 11th, 2025 at Preble Street, 55 Portland Street, Portland, Maine 04101. Bids must be labeled **“Joe’s Place Proposal – DO NOT OPEN UNTIL APRIL 11th, 2025 AT 5PM.”**

Proposals may be submitted by the same deadline as a pdf file by email with the subject line: **“Joe’s Place Proposal – DO NOT OPEN UNTIL APRIL 11th, 2025 AT 5PM”** to Chris Saunders at csaunders@preblestreet.org, with cc jesse@kaplanthompson.com, and rachel@kaplanthompson.com. No firm may withdraw its proposal within 30 calendar days after the submission due date. The Owner shall not be responsible for any delays in delivery of proposals, whether by hardcopy or by email.

Proposals shall be submitted on the Proposal Response Form (provided as **Appendix B**), which shall include information regarding the firm’s prior work experience with similar projects, experience administering federally funded projects, personnel and financial capacity to complete the Project, and affirmative steps to engage small, minority, and women-owned businesses.

All questions about this Request for Proposals should be emailed no later than March 28th, 2025 to Chris Saunders at csaunders@preblestreet.org, with cc to Jesse Thompson at jesse@kaplanthompson.com, and Rachel Redfearn at rachel@kaplanthompson.com.

The contract will be awarded to the firm whose proposal is in the best interest of the Owner.

Any changes to this Request for Proposals or RFP schedule shall be noticed by an addendum.

See the final page of this Request for Proposals for the full list of appendices.

4. ANTICIPATED SCHEDULES FOR RFP AND PROJECT

Anticipated RFP Schedule:

- | | |
|--|-----------------------------|
| a. Request for Proposals Issued: | 3/03/25 |
| b. Mandatory site visit for interested firms | 3/12/25 @ 7am |
| c. Deadline to submit questions/clarifications by email: | 3/28/25 |
| d. Proposal submission deadline | 04/11/25 |
| e. Interviews (at Owner's discretion) | Week of 4/21/25 |
| f. Notice of award | By May 2 nd 2025 |

Anticipated Project Schedule:

- a. CMAR provides baseline schedule
- b. 100% Construction Documents
- c. Subcontractor bidding
- d. CMAR provides GMP proposal
- e. GMP negotiations/value engineering
- f. Finalize GMP Amendment to contract
- g. Substantial Completion
- h. Final Completion

5. PROPOSAL REQUIREMENTS:

All proposals shall include all of the following documents, completed and signed:

- Proposal Response Form ([Appendix B](#))
 - Experience
 - Staffing
 - Project Plan
 - Small and minority businesses, women's business
 - Costs
 - Preconstruction Fee
 - CM Fee
 - Maximum cost of General Conditions
- Firm's most recent financial statement
- Good Faith Statement
- Bid bond/security

Each proposal must be accompanied by a bid bond or bid guarantee in the amount of 5% of the bid price. See Section 6 below for further details.

6. SELECTION CRITERIA:

Proposals will be evaluated based on the following criteria:

- Relevant experience and past performance;
- Key Personnel;
- Cost
- MWBE plan
- Financial stability
- Interview 10%, if interviews are held

The contract will be awarded to the highest ranked proposal.

7. FORM OF CONTRACT:

The form of contract between Owner and Contractor shall be AIA A133-2019 with AIA-201-2017 General Conditions and a federal contract addendum, substantially in forms provided ([Appendix C](#) and [Appendix D](#)) and not inconsistent with the terms and conditions of this Request for Proposals. The contract shall not include any provision requiring indemnification by Owner.

8. INSURANCE REQUIREMENTS

The selected CMAR will be required to maintain insurance coverages in the minimum amounts recited below. All policies shall be written with insurers licensed to do business in the State of Maine and with a minimum rating of A VII with A.M. Best.

Commercial General Liability (CGL):

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/Completed Operations Limit
- \$1,000,000 Personal/Advertising Injury Limit
- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage Liability
- \$5,000 Medical Payments
- Preble Street must be named as Additional Insured as respects General Liability, on a primary and noncontributory basis, including Products/Completed Operations.
- Per Project Aggregate Endorsement is Required
- Completed operations coverage shall be maintained for 3 years after project completion

Professional Liability

Motor Vehicle Liability:

- \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage Liability (including owned, hired and nonowned autos)

Workers' Compensation:

- Statutory Coverage for State of Maine (must be listed in Section 3A of policy)
- Employers' Liability Limits of:
 - \$500,000 Each Accident
 - \$500,000 Policy Limit – Disease
 - \$500,000 Each Employee – Disease

Umbrella Liability:

- \$5,000,000 General Aggregate Limit
- \$5,000,000 Products/Completed Operations Limit
- \$5,000,000 Personal/Advertising Injury Limit
- \$5,000,000 Each Occurrence

- Umbrella Liability coverage shall be follow-form as respects Additional Insureds.

Contractors Pollution Liability (CPL):

- \$1,000,000 Each Pollution Incident
- \$1,000,000 Aggregate
- If coverage is provided on a claims-made basis, the retroactive date shall not be later than the date that the Agreement is signed.
- Coverage shall be maintained for 3 years after project completion

NOTE: A combined Contractors Professional Liability and Pollution Liability policy will be allowed as long as the policy aggregate limit is a minimum of \$2,000,000.

Other Requirements:

- Certificates of Insurance must be provided to Preble Street prior to the commencement of work.
- All policies shall contain a waiver of subrogation provision in favor of Preble Street.
- Preble Street must be provided with 30 days' notice of cancellation or nonrenewal.

9. BONDING REQUIREMENTS

Each proposal submitted must be accompanied by a bid guarantee in the amount of 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the firm will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

The bid guarantee shall constitute an agreed upon measure of liquidated damages that the Owner will sustain by failure, neglect, or refusal of the selected firm to honor its proposal and enter into a contract with the Owner without unreasonable delay. A bid bond shall use the AIA A310-2010 Bid Bond or comparable form. A certified check or negotiable instrument shall be payable to "Preble Street."

The Owner, in its discretion, may require the selected CMAR to provide payment and performance bonds in the amount of 100% of the Contract Sum. RFP submissions must include, as an add alternate, the cost of payment and performance bonds.

10. RESERVATIONS

a. The Owner reserves its rights to waive any informalities or minor defects in any bid, exercise judgment in evaluating bids and the responsibility of any bidder, make outside inquiries about any bidder, reject any and all bids, call for rebids, ask questions and seek clarifications from any bidder, and negotiate with any bidder, all as may be in the best interest of the Owner.

b. It is the Owner's intent that as much of the Work as practical to be competitively bid by not less than three (3) pre-qualified sub-bidders for each trade. All mechanical and electrical sub-bidders shall be pre-qualified and have relevant experience.

c. The Owner may at any time terminate the services and/or contract with the Contractor for the Owner's convenience and without cause. In case of such termination for the Owner's Convenience, the Contractor shall be entitled to receive payment from Owner limited to actual documented expenses of the Contractor as of such date.

d. It is expected that the Contractor will submit requisitions for satisfactorily completed work on a monthly basis subject to 10% retainage. Each requisition for payment shall be accompanied by lien waivers covering the work and materials in the requisition.

Appendices

Appendix A: Construction Documents & Specifications

Appendix B: RFP Response Form

Appendix C: Form of A133-2019 and A201-2017 contract documents

Appendix D: Federal Contract Addendum

Appendix A – Construction Documents & Specifications

See link at www.preblestreet.org/rfp

RFP RESPONSE FORM

The undersigned Respondent proposes to perform the preconstruction and construction phase work described in the Preble Street Joe’s Place Request for Proposals (“RFP”).

The Respondent has reviewed the form of contract included in the RFP and agrees to its terms and conditions. The Respondent further represents that it will comply with the contract requirements for insurance.

If the Respondent is a foreign corporation, limited liability company, limited partnership and or limited liability partnership, **included with this proposal is proof from the Maine Secretary of State’s office that the Respondent is qualified to do business in the State of Maine.**

The undersigned certifies that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same work; that he/she has informed himself/ herself fully in regard to the requirement provided in the RFP and form of contract, and has made his/her own examinations and estimates, and from them submits this proposal.

The undersigned further certifies that the prices and informational responses contained in this proposal have been arrived at independently without consultation, communication, or agreement with any other respondent, and that the prices and responses in this proposal have not been and will not be disclosed by the Respondent, directly or indirectly, to any other respondent before opening of proposals or contract award unless required by law.

This proposal shall remain open for acceptance for ____ days from the RFP submission due date.

Dated: _____, 2025 Signed: _____

Print name: _____

Title: _____

Company: _____

Address: _____

Tel: _____

Email: _____

RFP Informational Responses

Respondents must respond to questions in this form and are encouraged to complete this form digitally and to provide comprehensive answers.

1. Cost Components

The Respondent proposes the following cost components:

Fixed Fee for Preconstruction Services	\$ _____
Fixed Fee for Construction Manager Fee	\$ _____
Maximum Cost of General Conditions	\$ _____
Total Cost of Components:	\$ _____
Add Alternate (in Owner's discretion) Cost for payment and performance bonds	\$ _____

Fees for federally funded construction contracts cannot be based on cost of work plus a percentage. Accordingly, fees for Preconstruction Services and the Construction Manager Fee shall be stated as fixed lump sum amounts and shall include the CMAR's overhead and profit.

Respondents must provide a list of items reimbursable as General Conditions. The total cost of General Conditions shall not exceed the Maximum Cost proposed above.

Included with this proposal is a bid security of \$_____ (5% of the Total of Cost Components), provided in the form of [circle one]: certified check, cashier's check, money order, cash, or bid bond.

2. CMAR Personnel and Firm Capacity

- a. Provide an organizational chart for the CMAR firm.
- b. Identify key personnel to be assigned to this Project and their specific roles. Provide resumes or statements of qualifications for each of the key personnel. Describe the key personnels' experience working together as a team.
- c. Describe the location of the firm's main office and any local office
- d. Is your firm presently involved in any litigation, arbitration, or mediation? If so, please explain.

e. Provide evidence of ability to secure payment and performance bonds in the amount of 100% of the Contract Sum.

g. Provide the Firm's most recent financial statement demonstrating capacity to complete the Project.

4. CMAR Experience:

a. Provide a list of completed projects from the last 5 years that are most relevant to the proposed project scope and scale. For each project, provide the following information:

- i. Name of Owner
- ii. Project Location
- iii. Project start/completion dates
- iv. Project Description
- v. Project Delivery Method (CMAR, CM, Design-Build, etc.)
- vi. Contract Sum
- vii. Federal funding source, if any
- viii. Describe any overruns on time or costs and reasons for same.

b. Provide at least two references from Owners with contact information (phone number and/or email).

c. Describe the firm's experience with federally funded projects, including compliance with the Buy America Preference for iron and steel.

d. Describe the firm's construction safety program.

e. List any pre-existing relationships or MOUs with specific subcontractors.

f. Provide any other information about the firm's experience that may be relevant to this RFP response.

5. Contracting with Certified Business Entities

Provide details on how the firm makes positive efforts to utilize small and minority businesses, women's business enterprises, and vendors located in labor surplus areas where possible. Preble Street is committed to proactively responding to past inequities.

Preble Street seeks a firm with demonstrated willingness to engage with vendors from historically under-represented groups.

6. Project Methodology and Approach:

- a. Provide a narrative about how the firm intends to manage the project, including:
 - A plan to staff and manage the preconstruction phase;
 - Cost control methods to keep Project within budget;
 - A preliminary construction schedule identifying Project milestones and a phasing/sequencing plan to meet the milestones;
 - The subcontractor bidding process;
 - Identifying any work that will be self-performed by the firm; and
 - Identifying any challenges that may affect the completion dates of the Project with possible solutions.
- b. What is your approach to quality control during construction?
- c. Describe methods of accommodating Owner preference for products and services that conserve natural resources, protect the environment, and are energy efficient to the extent practical and economically feasible.
- c. Describe post-construction project turnover and closeout, commissioning, and warranty.

Appendix C – Form of CMAR Contract

[insert]

AIA A133-2019

AIA A201-2017

Appendix D – Federal Contract Provisions

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES USING FEDERAL AWARDS FROM THE U.S. DEPARTMENT OF EDUCATION

Project Description: Joe's Place Project

Date of Contract: _____, 2025 Contract Price: \$ _____

Parties to the Contract:

Preble Street

(the "Owner")

(the "Contractor")

This Addendum is hereby attached to and made a part of the contract identified above (the "Contract"). Notwithstanding anything to the contrary in the Contract, the Parties agree as follows:

- I. **Federal Award Contract.** The Contract is funded in whole or in part with federal financial assistance. Accordingly, the Contractor agrees to comply with all applicable federal law, regulations, executive orders, grant agreements, and federal agency policies, procedures and directives, including without limitation all applicable provisions of 2 CFR Part 200, as adopted and amended (uniform grant guidance).
- II. **Termination for Cause and Convenience.** If the Contract Price exceeds \$10,000 and to the extent that the Contract does not contain any provisions allowing the Owner to terminate the Contract for convenience or for cause, the following termination provisions shall apply.
 - A. Termination for Convenience. The performance of work or services under the Contract may be terminated by the Owner in whole, or from time to time in part, whenever the Owner shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor a notice of termination specifying the extent to which performance of work or services under the Contract is terminated, and the date upon which such termination becomes effective. The Owner shall pay the Contractor the contract price for any goods or services previously paid for that are completed as of the termination date and accepted by the Owner.
 - B. Termination for Cause.
 1. The Owner may, by written notice of default to Contractor, terminate the whole or any part of the Contract if the Contractor (a) fails to make, when due, any undisputed payment required under the Contract and such failure is not remedied within 7 days after receipt of written notice of the failure to make payment; (b) makes any representation or warranty that is false or misleading in any material respect when made; (c) fails to make delivery of the goods or perform the services specified in the Contract within the time specified therein; (d) fails to perform any covenant or obligation set forth in the Contract or fails to make progress so as to endanger performance of the Contract in accordance with its terms, and such failure is not remedied upon receipt of a written notice of the default within the cure period, if any, set forth in said notice; or (e) is dissolved, becomes insolvent or is unable to pay its debts as they become due; commences a voluntary proceeding or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any insolvency or bankruptcy law or other similar law affecting creditors' rights, or a petition is presented for its winding-up, reorganization, or liquidation; seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for

all or substantially all of its assets; has a secured party take possession of all or substantially all of its assets; has a distress, execution, attachment, sequestration, or other legal proceeding levied, enforced, or sued on or against all or substantially all of its assets; causes or is subject to any event with respect to it, which has an analogous effect to any of the events specified in this clause (e); or takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts specified in this clause (e).

2. Cure Period; Remedies. The Owner may, in its sole discretion, allow the Contractor a period of time to cure the default. The cure period, and any other conditions on the opportunity to cure a default, shall be stated in the notice of default. If the Contractor fails to remedy the default to the Owner's satisfaction during the cure period, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies available under the Contract or at law or in equity against Contractor and its sureties, if any. No action or failure to act by the Owner shall constitute a waiver of any right or duty afforded it under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any default.
3. Closeout Setoffs. The Owner shall be entitled, at its option and in its sole discretion, to set off, against any amounts due and owing from the Contractor under the Contract, any amounts due and owing to the Contractor under the Contract.
4. Remedies Cumulative. The rights and remedies contained in this section are cumulative with the other rights and remedies available under the Contract or at law or in equity.

III. Procurement of Recovered Materials. In the performance of this Contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, by, *inter alia*, making maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule, (ii) meeting contract performance required, or (iii) at a reasonable price.

IV. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor shall not (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

V. Debarment and Suspension. If the Contract Price equals or exceeds \$25,000, the following provisions apply.

- A. The Contract is a covered transaction for purposes of 2 CFR Part 180. The Contractor agrees to comply with 2 CFR Part 180, subpart C, as adopted and amended as regulations in 2 CFR Part 3485.
- B. The Contractor agrees to review, and assures that all of its subcontractors will review, the U.S. General Services Administration ("GSA") "System for Award Management" at <https://www.sam.gov> and the Excluded Parties Listing System at <http://epls.arnet.gov> before entering into this Contract or any subcontracts for the performance of work or services contemplated under the Contract. Contractor further agrees to and certifies that all subcontractors will enter into no arrangement to perform the work or services under the Contract with any party that is debarred or suspended, pursuant to 2 CFR Part 180; Executive Orders Nos. 12549 and 12689, 31 U.S.C. § 6101 note; and all other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended subcontractors. Contractor agrees to comply with said requirements throughout the period of this Contract.
- C. The Contractor certifies that neither it nor its principals, affiliates, or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.
- D. The certifications made by the Contractor pursuant to paragraphs B and C are a material representation of fact upon which reliance is placed by the Owner. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause of default.
- E. The Contractor agrees to include the provisions of this section, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.

VI. Byrd Anti-Lobbying Amendment. If the Contract Price equals or exceeds \$100,000, the following provisions apply.

- A. The Contractor shall forthwith file with the Owner the certification and disclosure, if any, attached hereto as Exhibit A.
- B. The Contractor agrees that neither it nor any subcontractor shall or has used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of the Owner, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on matters that involve the Contract work or services, including the performance, extension, continuation, renewal, amendment, or modification of this Contract, in accordance with 31 U.S.C. § 1352, as amended, and other applicable laws, regulations, and guidance prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a State legislature, except as permitted by applicable Federal law, regulations, or guidance.
- C. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the Owner. The Contractor agrees to include this contract term, as modified to apply to each Subcontractor, in each subcontract issued pursuant to this Contract.

VII. Clean Air; Clean Water. If the Contract Price exceeds \$150,000, the following provisions apply.

- A. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn,

report each violation as required to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency. The Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with a federal award.

- B. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency. The Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with a federal award.

VIII. Additional Provisions Applicable to Construction Contracts.

- A. Equal Employment Opportunity. If the Contract involves the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real properties (including facilities providing utility services), including the supervision, inspection, and other onsite functions incidental to the actual construction (a "federally assisted construction contract," as defined in 60 CFR § 1.3) and except as otherwise provided under 41 CFR Part 60, during the performance of the Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, religion, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.
 2. 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, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. 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.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the administering agency, as defined in 41 CFR § 60-1.3, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said 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 U.S. Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided 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.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 24, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Domestic Preferences for Procurements.

(a) The Contractor shall ensure that all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States in accordance with the Build America, Buy America Act. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Contractor and subcontractors may use the Self-Certification form, attached hereto as Exhibit C, to certify compliance with the Build America, Buy America Act.

IN WITNESS WHEREOF, the Parties have executed this ADDENDUM as of the date of the Contract.

OWNER

CONTRACTOR

BY: _____
Name:
Title:

BY: _____
Name:
Title:

**ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
USING FEDERAL AWARDS**

EXHIBIT A

BYRD ANTI-LOBBYING CERTIFICATION

*** * * THIS CERTIFICATION MUST BE COMPLETED AND SUBMITTED TO THE SCHOOL UNIT
IF THE CONTRACT PRICE EQUALS OR EXCEEDS \$100,000 * * ***

The Contractor certifies to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (Attach Standard Form-LLL, "Disclosure Form to Report Lobbying," to this certificate, if applicable.)
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

By affixing a signature below, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. The Contractor certifies that this certification is a material representation of fact upon which reliance is placed by the Owner. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause of default.

Submission of this certification is a requirement imposed by 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995.

Signature of Contractor's Authorized Official

Date

Printed Name and Title of Contractor's Authorized Official

Printed Name of Contractor

**ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
USING FEDERAL AWARDS**

EXHIBIT B

DAVIS-BACON WAGE DETERMINATION

NOT APPLICABLE

**ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
USING FEDERAL AWARDS**

EXHIBIT C

BUILD AMERICA BUY AMERICA SELF-CERTIFICATION FORM

The undersigned acknowledges that the Build America, Buy America Act (BABA) requires “all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States” (Section 70914 of Public Law No. 117-58, §§ 70901-52). For projects funded by FY 2024 HUD-CPF grants, the Buy America Preference for construction materials and manufactured products does not apply.

The undersigned certifies that for the _____ (Project Name and Location) that the iron and steel, used in this contract are in full compliance with BABA requirements, including:

All iron and steel used in the project were produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

The Contractor or Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor or Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Signature of Contractor or Subcontractor’s Authorized Official

_____ Name and Title of Contractor or Subcontractor’s Authorized
Official

_____ Date