

TOWN OF CANTON
REQUEST FOR PROPOSAL
PROFESSIONAL DESIGN SERVICES

I. General Information

A. Format of Proposal

1. All responses to this RFP must conform to these instructions. Failure to conform may be deemed an appropriate cause for rejection of responses.
2. Delivery of Responses - RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. Names and addresses of vendors must appear on the envelopes.
3. Structure of Responses - Proposers must structure responses as outlined in this RFP.
4. Inclusion of Taxes in Prices – The Town of Canton and the Canton Housing Authority is exempt from payment of excise, transportation, and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

B. Contents of Proposal

Proposals must put forth full, accurate and complete but concise information as required by this request. The proposal should:

1. Describe how the respondent will deal with each element of the work described in this RFP based on the services offered.
2. Description of work currently under contract with firm, and firm's ability to meet time schedules outlined.
3. Describe the extent to which qualified staff will be available to provide the services offered and their specific role.
4. Description of how the project will be scheduled. Said description should approximate proposed time schedule. If the proposed schedule is not considered workable, please indicate why.
5. Describe the respondent's expertise and prior relevant experience in the nature of work requested.

C. Acceptance Period

In submitting the proposal, respondents agree that the proposal will remain valid for a period of 30 days after the closing date for submission of proposals and may be extended beyond that time by mutual agreement.

D. Grant Coordinator

A&E Service Group, LLC 609 West Johnson Avenue Suite 408 Cheshire, CT. 06410. The Grant Coordinator will act as the agent of the Town of Canton and the Canton Housing Authority. The firm will assist with grant and funding management and compliance. Copies of preliminary plans and specifications shall be provided to the Grant Coordinator during the course of the project for review and comment.

E. Statement of Purpose

The purpose of this proposal is to select a respondent to provide preliminary and final cost estimates, plans and specification for the improvements proposed at the Canton Housing Authority. Additional services related to bidding and construction administration will be contingent upon the Town of Canton and the Canton Housing Authority receiving funds from the Department of Housing for said improvements.

Respondent shall be responsible for the creation of a preliminary construction budget, final construction budget and date sensitive benchmark plans, drawings, details and specifications to satisfy the requirements for the submission of a Small Cities 2024 Community Development Block Grant Application.

Additional services such as bidding, contract award, and construction oversight will be requested but performed contingent upon award of funding.

The selected respondent will act as the Owner's representative throughout the design and construction process, if applicable, to ensure the final project meets expectations.

F. Time Period

For purposes of this project, work must start within (15) days of written authorization from the Canton Housing Authority. Forty percent (40%) drawings shall be submitted a minimum of 30 days before application submission and ninety percent (90%) drawings and specifications and construction budget shall be submitted a minimum of 7 days prior to application submission.

G. Periodic Briefings

The consultant will present periodic briefings on the progress of the project to the Committee at such times as the Committee shall determine necessary.

H. Pre-Proposal Conference

A tour of the facilities will be conducted to allow potential respondents the opportunity to view the site and to ask questions. Respondents are encouraged to attend, as there is no guarantee there will be another session. This tour will be held on February 8, 2024 at 10:00 a.m. at Canton Housing Authority, 21 Dowd Avenue, Canton, CT

I. Obtaining RFP Package

The RFP package may be obtained at the Town's website, www.townofcantonct.org, under "Request for Proposals."

J. Deadline for Proposals

Three (3) sets of the proposal must be submitted no later than 2:00 p.m. on February 22, 2024. Proposals may be hand delivered or mailed to:

Office of the Chief Administrative Officer
Town of Canton
4 Market Street
PO Box 168
Collinsville, CT 06022

K. Addenda to the RFP

The Town will post any addendum or addenda at least three (3) calendar days prior to the RFP receipt date on the Town's website, www.townofcantonct.org, under "Request for Proposals." Each bidder is responsible for checking the website to determine if the Town has issued an addendum.

L. Incurring Costs

Neither the Town of Canton nor the Canton Housing Authority is liable for any cost incurred by the firms prior to the issuance of a contract.

II. Conditions

Vendors must be willing to adhere to the following conditions and must positively state them in their Proposals:

- A. Ownership of Proposals - All Proposals in response to this RFP are to be the sole property of the Town of Canton and the Canton Housing Authority and subject to the provisions of Section 1-19 of the Connecticut General Statutes (RE: Freedom of Information).
- B. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the Town of Canton and or the Canton Housing Authority.
- C. Oral Agreements - Any alleged oral agreement or arrangement made by a respondent with the Town of Canton and or the Canton Housing Authority or any employee or agent will be superseded by the written agreement.
- D. Amending or Canceling Request – The Town of Canton and the Canton Housing Authority reserves the right to amend or cancel this RFP, prior to the due date and

time, if it is in the best interests of the agency and the State.

- E. Rejection for Default or Misrepresentation – The Town of Canton and the Canton Housing Authority reserves the right to reject the Proposal of any respondent which is in default of any prior local or State contract or for misrepresentation or if on any State or Federal debarred listing.
- F. The Town of Canton and the Canton Housing Authority’s Clerical Errors in Awards the Town of Canton and or the Canton Housing Authority reserves the right to correct inaccurate awards resulting from its clerical errors.
- G. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms, conditions, and/or specifications of the RFP.
- H. Respondent’s Presentation of Supporting Evidence - A respondent, if requested, must be prepared to present evidence of experience, ability, facilities, and financial capacity necessary to meet satisfactorily the requirements set forth or implied in the Proposal.
- I. Changes to Proposal - No additions or changes to the original Proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the Town of Canton or Canton Housing Authority may be required at the respondent's expense.
- J. Collusion - By responding, a respondent’s implicitly states that the Proposal is not made in connection with any competing vendor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the respondent's Proposal preparation.
- K. Contracts over \$10,000 must incorporate the Standard Terms and Conditions (Exhibit I), as attached, when executed by the parties.

III. Proposed Project

- 1) Roofing - Replace asphalt roofing on buildings 1,2,5 & 6.
- 2) Doors - Replace metal front & rear entry doors with fiberglass entry doors and new hardware. Replace existing front & rear storm doors with self-storing doors.
- 3) Windows - Replace existing casement style with double hung in all units and community building.
- 4) Siding - Replace existing vinyl siding with new, including soffits and aluminum cladding.

- 5) Gutters - Replace gutters and install leaf screens on all buildings.
- 6) ADA Compliance - Convert 4 residential units to comply with ADA & UFAS requirements. Improvements to the Community Building for ADA & UFAS compliance.
- 7) Generators - Refurbish existing Community Building generator. Install new generators to power all residential units.
- 8) Fire Alarm & Call for Aid – Upgrades/replacement of existing fire alarm and call for aid systems including fire alarm control panel.
- 9) Electrical upgrades - Replace existing Federal Pacific Electrical panels at all locations.
- 10) Energy Upgrades - Replace plumbing fixtures with water saving/low flow fixtures. Replace fluorescent lighting in residential units and Community Building with LED fixtures. Replace water supply shut off valves in all units and Community Building.
- 11) Site Improvements - Repaving the driveway and parking area. Line stripping and markings. Refurbish the site railings and select sidewalk replacement including installation of tactile warning pads at intersections of roadways and sidewalks.

- 12) Unit Mechanical – Replace ductless mini-split heating and cooling units and unit water heaters.

IV. Scope of Work

The selected firm will be responsible for providing the services listed below.

Phase One – Preliminary Design

1. Work with the Grant Administrator and the Canton Housing Authority staff to review existing site conditions and determine the extent of the additions, renovations and modification necessary to logically incorporate them, produce and submit preliminary plans and construction cost estimates.
2. Prepare preliminary drawings and specifications for review and comment from the Canton Housing Authority and Connecticut Department of Housing. Prepare changes/revisions as required.
3. Prepare preliminary cost estimates for the proposed upgrades.

Phase Two – 90% Drawings, Specifications & Budget for Application Submission

1. Provide 90% drawing, technical specification and final construction budget to Housing Authority for submission to Department of Housing for funding.

THE FOLLOWING PHASES ARE CONTINGENT UPON AWARD FROM DOH

Phase Three – Finalization of Drawing and Technical Specifications, & Bidding

1. Complete drawings and technical specifications ready for bidding. Update project cost estimate if necessary.
2. Prepare construction project manuals and bid documents. Coordinate with the Grant Coordinator for supplemental conditions, prevailing wage information and other related grant compliance information for the bid documents. The Executive Director will coordinate bid advertising with the Grant Coordinator.
3. Attend pre-bid conference. Issue addendums, respond to requests for information and assist the Canton Housing Authority in reviewing construction bids.
4. Prepare contract documents and attend contract signings.
5. Attend/coordinate pre-construction conference.

Phase Four – Construction Administration.

The selected firm shall work with the Canton Housing Authority to:

1. Make regular site visits to ensure that work is completed in a timely fashion and in accordance with plans and specifications.
2. Review and approve shop drawings, and other submissions of the contractor(s) for compliance with specifications.
3. Interpret contract specifications as required.
4. Review and recommend acceptance or rejection of periodic requests for contract progress payments.
5. Review requests for, recommend acceptance or rejection of, and prepare contract change orders.
6. Determine contract completion and recommend project acceptance, and closeout.

V. General Provisions

- A. Expertise Desired - In order to provide the requested service to the Town of Canton and the Canton Housing Authority, the respondent must possess expertise in the architectural/engineering field. Proposals must address the respondent's abilities and relevant prior experience in the areas of service offered and include a list of prior

municipal clients for whom the respondent has carried out comparable work programs with names, addresses and telephone numbers of contact persons.

- B. Consultant Selection - The Town of Canton and the Canton Housing Authority reserves the right, at its sole option, to make the selection of the firm, or to reject any and all firms.
- C. Revisions and/or Additional Provisions - Town of Canton and the Canton Housing Authority reserves the right to revise any article or clause of the RFP, or to add or delete any article or clause, prior to the award of the contract.
- D. Modification of Contract - Town of Canton and the Canton Housing Authority reserves the right to amend, extend, curtail or otherwise change the terms of any resultant contract(s) prior to execution, upon determination that such action is to be to the advantage of the project effort.
- E. Compliance with Federal and State Laws - The consultant(s) shall be required to comply with all applicable Federal and State laws, rules and regulations, and will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, age, or national origin or in any other manner prohibited by law. The selected respondent will be required to provide affirmation of affirmative action prior to approval of contract.
- F. Covenant Against Contingent Fees - The consultant(s) shall be required to warrant that he has not employed or retained any company or person other than a bona fide employee working for the consultant(s) to solicit or secure an agreement hereunder and that he has not paid or agreed to pay any company or person other than a bona fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from an award under this RFP and any resultant contract.
- G. Copyright - No report or document produced in whole or in part in connection with this project, whether acceptable or unacceptable, shall be the subject of an application for copyright by, or on behalf of, the consultant. The Town of Canton and the Canton Housing Authority may make use of such material including any idea contained therein for such purposes as it may deem appropriate. The right to publish and distribute any report or document produced, or any part thereof, shall accrue to the Town of Canton and the Canton Housing Authority without recourse.
- H. Authority to Bind Respondent - The proposal must be signed by an authorized official. The respondent's proposal is to identify the individual(s) having authority to negotiate and contractually bind the respondent. It is also to name the person to be contacted both during the period of evaluation of proposals and for prompt contract administration upon award of the contract. This information is to include name, title, address and telephone.

- I. Authority to Obligate to the Town of Canton and the Canton Housing Authority – The Chairperson of the Canton Housing Authority is the only individual who may legally commit the Canton Housing Authority to the obligation of any contract(s) contemplated herein. No cost chargeable to the proposed contract(s) may be incurred before receipt of either a fully executed contract or a specific written authorization from the Canton Housing Authority.
- J. Accounting Records - The consultant(s) shall maintain adequate accounting records in connection with this project and such records shall be made available for inspection by the Town of Canton and the Canton Housing Authority or other persons designated by same.
- K. Findings Confidential - All of the reports and documents prepared or assembled by the consultant(s) in connection with this project shall be property of the Town of Canton and the Canton Housing Authority. The consultant(s) agree that they shall not be made available to any individual or organization without the prior written approval of the Town of Canton and the Canton Housing Authority
- L. Contract - The successful respondent(s) shall enter into a written contract agreement with the Canton Housing Authority within ten (10) days after notice of award.
- M. Insurance - Prior to the award of a contract agreement, the consultant(s) shall submit an insurance certificate from an insurance company licensed in the State of Connecticut showing the following coverages.

	<u>Minimum Coverage</u>
1. Professional Liability	\$1,000,000.
2. Comprehensive General Liability with Broad Form CGL Endorsement and Non-owned and Hired Auto Endorsement	\$1,000,000.
3. Workers Compensation	\$ 100,000.
4. Auto Liability (Owned Vehicle) If Applicable	\$1,000,000.
5. Errors & Omissions	\$ 1,000,000.

In addition, the selected firm shall:

- 1. Provide evidence and keep current all insurance coverages as per the requirements of the Connecticut Department of Housing and Connecticut Housing Finance Authority and the Town of Canton and the Canton Housing Authority.
- 2. All Certificates of Insurance should specify that the Connecticut Department of Housing, the Town of Canton and the Canton Housing Authority and their Agents and employees will receive 30 days written notice for non-renewal or

cancellation.

3. If the agent or company cannot furnish the above 30 days written notice; then the Connecticut Department of Housing, the Town of Canton and the Canton Housing Authority and their Agents and employees shall be listed as an additional insured on the respondent's insurance policy as follows:
 4. Addition Insured: Connecticut Department of Housing, the Town of Canton and the Canton Housing Authority and their Agents and employees their agents and employees as their interest may appear
 5. All Certificate of Insurance to contain the project and the program number.
 6. List the Town and its agents as additional insured on coverages B-D above.
- N. Subcontracting - Should any consultant not possess within its firm the requisite skills; the consultant may subcontract for the skills needed. The consultant's proposals must indicate this intention and include the required background on any such subcontractor(s). The Town of Canton and the Canton Housing Authority reserves the right of approval of all subcontractors.

VI. Criteria for Evaluating Proposals

Proposals will be evaluated by the Committee on the following criteria:

- Respondent's background and professional expertise, including previous experience, special qualifications, and personnel to be assigned to the project and their competence in the type of work each is to perform. Include a complete resume and task assignment for each professional or technical person to be assigned to the project.
- Respondent's ability to commit staff in a timely manner, and to complete this project within a reasonable time frame. (Please submit a work plan for proposed tasks. The Plan should indicate time required by the various steps in your proposal.)
- Respondent's demonstrated understanding of the task. Evidence of any special or innovative approach which the firm will utilize in conducting its work. The Owner wishes to encourage a creative approach to the work which will result in a cost-effective project.
- Cost of the proposal
- Such other factors as the Town of Canton and the Canton Housing Authority deems important.

VII. Project Cost

Phase I	_____	lump sum
Phase II	_____	lump sum
Phase III	_____	lump sum
Phase IV	_____	lump sum

The Town of Canton and the Canton Housing Authority reserves the right to reject any and all proposals and to require any and all respondents to appear before the Housing Authority to present their proposals orally and to entertain questions. The Town of Canton and the Canton Housing Authority further reserves the right to negotiate with the selected firm as to the scope and cost of the project.

Further information relative to this RFP may be obtained from Chief Administrative Officer Robert Skinner via email only at rskinner@townofcantonct.org.

CONTRACT FOR PROFESSIONAL SERVICES

PART II - TERMS AND CONDITIONS

(For contracts of \$10,000 or more)

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Town, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, for consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the Contract by the Consultant, and the Town may withhold any payments to the Consultant for the purpose of set-aside until such time as the exact amount of damages due the Town from the Consultant is determined.

2. Termination for Convenience of the Town. The Town may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Town as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the

fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Town may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Town and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town.
 - b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Town. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability - The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assigned or novation), without the prior written consent of the Town thereto: Provided, however, that claims for money by the Consultant from the Town under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town.
6. Reports and Information - The Consultant, at such times and in such forms as the Town may require, shall furnish the Town such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits - The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Town to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Town or any authorized representative, and will be retained for three years after the expiration date of this Contract unless permission to destroy them is granted by the Town.
8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of

the Town.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf on the Consultant.
10. Compliance with Local Laws. The Consultant shall comply with all available laws, ordinances and codes of the State and local governments, and the Consultant shall save the Town harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.
 - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Consultant 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.
 - e. The Consultant 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 Town's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the Consultant's noncompliance with the clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government 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.
 - g. The Consultant will include 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 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Town's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Town's Department of Housing and Community Development, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing Federal financial assistance from the Department of Housing and Urban Development through the Connecticut State Department of Housing 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.

- b. 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.
 - c. 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.
 - d. 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 Part 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 Part 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.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder 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 Part 135.
15. Interest of Members of a Town. No member of the governing body of the Town and no other officer, employee; or agent of the Town who exercises any functions or responsibilities in conjunction with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to ensure compliance.
16. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any Personal financial interest, direct or indirect, in this Contract; and the Consultant shall take

appropriate steps to ensure compliance.

17. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

States¹. The Act provides that each contractor or subcontractor 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. The recipient shall report all suspected or reported violations to HUD.

3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to 276j)*—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276j) and as supplemented by Department of Labor regulations (29 CFR part 5). Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction². Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)*—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2000 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 103 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

5. *Right to Fairness Wage Under a Contract or Agreement*—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for

the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401. "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. *Clean Air Act (42 U.S.C. 2471 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)*, as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 2401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. *Debarment and Suspension (E.O.s 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689. "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. *Drug-Free Workplace Requirements*—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

APPENDIX A TO PART 84—CONTRACT PROVISIONS

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. *Equal Employment Opportunity*—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 49 U.S.C. 2763)*—All contracts and subcontracts in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3). "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United