

**REQUEST FOR PROPOSALS  
FOR CONSTRUCTION MANAGEMENT SERVICES**

**The Hub, Rochester, Vermont**

To: Construction Management Company

From: The Town of Rochester, Owner  
Kelley DesRoches, Vice-President, Wiemann Lamphere Architects, Inc.

Date: 2/13/25

**RE: The HUB, Rochester, Vermont**

The Town of Rochester, Vermont (Owner), Valley Hub Inc., Rochester, Vermont, (Owners Representative) and Wiemann Lamphere Architects, Inc. hereby request proposals of contractors for Construction Management services as outlined in this Request for Proposals (RFP). Responses to this RFP are due 2/28/25.

**I. PROJECT DESCRIPTION**

**A. The Project**

The Rochester High School was closed in 2018. A Repurposing Committee working on behalf of the Rochester Selectboard has determined that the best use of the 30,000+ s.f. building is a multi-use community center comprising business rental space as well as facilities for arts, performance, education and makerspaces. Rental spaces will be available for local businesses as well as spaces for essential community services including early childhood care, older adult services and a physical therapy office.

**B. Ownership**

The building is currently owned by the Rochester Stockbridge Unified District. On November 5, 2024 the Town of Rochester voted to purchase the building for one dollar, per language in the Act 46 merger agreement. Ownership will take effect on July 1, 2025.

**C. Project Goals**

The intent is to upgrade the building envelope and subdivide the interior into multiple rentable tenant spaces. The Project includes replacing the existing MEP systems with a new, all-electric HVAC system and electrical system. The Project will also get a new sprinkler system. Building envelope upgrades are to include increased roof insulation and new roofing, wall and foundation insulation, new windows and doors. Engineering scope includes investigating the possibility of geothermal heating and cooling, and a photovoltaic array on the roof. The rental spaces would be ready for fit-up by the renters.

**D. Phasing**

It is anticipated that the Project will be constructed in two phases. Phase I would include the existing classroom wing plus its lobby (right-hand wing in the drawing labeled "Proposed Floor Plan," including the Community Gallery); Phase II would include the remainder of the building. Architectural and engineering services for the project are currently working to produce Construction Documents for both Phase I and Phase II. Bidding and Construction Management phases are pending. The reason for this is that additional funds may be available for Phase I so that some of Phase II may be included in the Bidding Phase either in the base bid or as alternate adds.

**E. Construction Management Services**

**We are requesting Pre-Construction services for Phase I and Phase II.**

**We are requesting Bidding and Construction Management services for Phase I only.**

**Your contract will be with the Owner, The Town of Rochester.**

**You will be required to ensure project compliance with all applicable grant requirements outlined in this RFP and its attachments.**

## **II. REQUEST FOR PROPOSALS**

### **A. Budget**

The budgeted construction cost is \$2,600,500 based on an opinion of cost for Phase 1 completed in August 2024 by gbA Architects.

### **B. Construction Timeline**

75% Construction documents are expected to be completed by April 4, 2025 to be prepared for the CDGB grant application and for subcontractor bidding. 100% Construction documents are expected to be complete by May 30, 2025. It is anticipated that construction could start as soon as the summer of 2025 if the Project is awarded the CDGB Grant in June.

## **III. QUALIFICATIONS**

### **A. Firm**

1. Provide a brief description of your firm's size, capabilities, people, and business approach.
2. Provide evidence of financial strength and manpower required to complete the project. Provide an AIA 305 Qualification Statement.
3. Provide a list of five customer and five trade references. Include address, email and telephone numbers.
4. Describe the extent of your firm's experience involving comparable projects utilizing the Construction Management (CM) delivery process.
5. Provide evidence that your firm can secure a 100% Payment and Performance Bond in the form of a letter from your bonding company. Provide your cost for bonding the project assuming \$2,600,500 total construction cost.
6. Describe your firm's safety program and record. Explain your system of enforcement with your own forces and subcontractors. Explain the safety protocols to be put in place and their conformance with OSHA and local code requirements as well as health and safety regulations. Explain any OSHA and/or local code violations your firm may have received in the past five years.
7. Describe how your firm approaches sustainability and describe actions your firm incorporates on each project.

### **B. Team**

1. Describe how you will structure your team and identify who the members will be for the preconstruction services including Preconstruction Services Lead and Estimator. In addition, identify who you would propose to manage the project and subcontractors during construction including but not limited to Project Executive, Project Manager, and Superintendent. Provide resumes and relevant experience of each.

2. Describe each member's role in the project and their corresponding percentage of effort with the project.
3. Provide evidence of consistently accurate estimating during the design phase and the ability to complete the construction phase within the budget given in the design phase. Provide an example estimate on a similar past project.
4. Self-performance is not allowed per Vermont Agency of Commerce and Community Development (VCDP) therefore CM shall bid project to sub-contractors to perform the work. Describe your relationship with the sub-contractor community and ways in which you will ensure sufficient bid representation across all divisions.
5. Provide a copy of your insurance coverage. Including General Liability, Worker's Compensation and Builder's Risk.

**C. Services**

1. Describe your approach to working with the Owner, Design Team, and Contractors.
2. Provide an appendix detailing the pre-construction scope of services to be provided including but not limited to:
  - Initial verification of conceptual design estimate of probable cost
  - Provide a 100% DD set estimate of probable cost.
  - Participate in meetings with the Owner and A/E team.
  - Constructability review and value management participation throughout the process.
  - Provide input on the timing, construction phasing and schedule of the project
  - Provide an updated estimate of probable cost at 75% CD.
3. Provide information detailing the scope and duration of construction management services to be provided during bid and construction phases. What special methods/techniques do you employ? The following items outline a guide to be used as CM for scope of services during bid and construction phases, but is not intended to be all inclusive:
  - Procure subcontractors in conformance with 2 CFR Part 200 Subpart D and federal and state grant requirements, including BABAA. Review and tabulate bids and coordinate with Owner and Architect on selection. Document procurement processes in accordance with grant requirements.
  - Identify and coordinate long lead time material and/or equipment items.
  - Constructability review and value management participation throughout the process.
  - Establish and maintain an on-site office during Construction.
  - Lead weekly construction meetings and distribute minutes of the meeting. Include a budget and schedule update.
  - Coordinate all utility work with affected utilities.
  - Provide field coordination.

- Provide construction scheduling.
  - Manage all construction sub-contractors in the field.
  - Coordinate with all Owner's vendors.
  - Review and validate any T&M work.
  - Review contractors change requests and make recommendations to the Owner and Architect.
  - Manage shop drawing and submittal process.
  - Assure that record drawings (as-builts) are kept current.
  - Maintain a file of all project documentation, submittals etc. to be given to Owner at project completion.
  - Coordinate punch list inspections with the A/E team and closeout of punch list items.
  - Prepare and review payment documentation in compliance with grant requirements.
4. How will your firm ensure quality workmanship and material? Describe the system that is in place to ensure good workmanship and installation of proper materials and equipment by your own forces and the subcontractors.
  5. Describe your firm's approach to managing change orders and requests for them.
  6. Provide a description of project management software that will be used during the construction process and how your firm utilizes technology.
  7. Describe your firm's successful experience navigating federal and state grant requirements for large construction projects, including but not limited to BABAA Compliance. Please refer to the attachments of this RFP for more details on federal and state requirements.

**IV. Fees**

1. Provide a fixed, lump sum fee for overall pre-construction services and estimating based on the aforementioned preconstruction scope of services.
2. Provide a fixed, lump sum fee for General Conditions including a line-item breakdown identifying services provide by the GC or by others.
3. Provide a construction management fee percentage for the project assuming a \$2,600,500 construction package.
4. Indicate your percentage mark-up for change orders.

**V. Evaluation and selection process**

1. Responses shall be provided in two (2) separate PDF documents and submitted via email. The first document shall be titled "Qualifications" and contain the information requested in Section II, sub-sections A ("Firm"), B ("Team") and C ("Services"); the second document shall be titled "Fees" and contain the information requested in Section III ("Fees"). Send Section III to Kelley DesRoches ONLY.

2. The ownership and design team will review the submittals utilizing a framework for scoring the proposals. See attached CM Interview Rating Sheet.
3. There will be a formal site visit scheduled at 222 So. Main St in Rochester, VT on 2/19/25 at 2pm. Email Kelley DesRoches at [kdesroches@wla-vt.com](mailto:kdesroches@wla-vt.com) if you plan to have a representative from your firm attend. If you cannot attend the formal site visit, please email Kelley by 2/19/25 to express interest in submitting a proposal so that you may be added to the distribution list.
4. Questions may be directed to Kelley DesRoches, on or before 2/21/25. Answers will be distributed to all who expressed interest by Addendum on 2/25/25.
5. Submissions should be emailed to Kelley DesRoches at [kdesroches@wla-vt.com](mailto:kdesroches@wla-vt.com) by 2pm on 2/28/25 and they will be opened in a public bid setting at the Rochester Town Offices. A selection will not be made at this time to allow for a period of review.
6. Finalists will be identified and may be requested to attend an interview during the week of 3/3/35.
7. Once a selection is made, the Owner will look to finalize a contract with the selected firm.
8. The Project reserves the right to accept, reject, or seek modifications to any response.

**VI. PROPOSAL DUE**


Responses to this RFP are due by 2pm on 2/28/25. Late responses will NOT be considered. Responses shall be submitted via email to: [kdesroches@wla-vt.com](mailto:kdesroches@wla-vt.com) and CC the following:

[richardrobson0@gmail.com](mailto:richardrobson0@gmail.com)

[vic.ribaudo@gmail.com](mailto:vic.ribaudo@gmail.com)

[kms@penstrokepress.com](mailto:kms@penstrokepress.com)

Sincerely,



Kelley DesRoches, Vice-President  
Wiemann Lamphere Architects

Attachments:

1. CM Rating Sheet
2. Attachment to Construction Contract (for projects with funding from VCDP)
3. Schematic Architectural Plans

**The Hub - CM Rating sheet**

Rank each 1(lowest) thru 5 (highest) - The total will populate at the bottom.

<b>Precon Services</b>	Company 1	Company 2	Company 3	Additional Comments
Estimating capability				
Schedule production				
Value engineering approach				
Efficient & appropriate Means and Methods of construction				
Approach to Phasing				

<b>Qualifications of Personnel</b>			
Preconstruction Manager			
Estimator			
Project Manager			
Superintendant			
MEP support and review			

<b>Enthusiasm for Project</b>			
Enthusiasm for project			
Ability to start immediately			

<b>Sub-Contractor Issues</b>			
Ability to coordinate sub-trades			
Managing scope between subs			
Ability to get pricing			
Ability to review subs qualifications			
Efficient approach to procurement			
Ability to comply with BABAA			

<b>Experience</b>			
Past similar projects			
Relative scale of typical projects			
References			
Knowledge and experience meeting Federal grant guidelines			

<b>Collaboration</b>			
Project schedule preparation			
Web-based project administration			
Precon support to team			
Superintendant daily coordination			
Potential delay & change order management			

<b>Safety / Project Management</b>			
Safety ranking			

<b>Proposal</b>			
Completeness of proposal			
Comprehensive fee proposal			

<b>TOTAL</b>	0	0	0
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**Attachment to Construction Contract  
(for projects with funding from VCDP)**

The Contractor and Subcontractors agree to abide by all applicable terms and conditions of Vermont Agency of Commerce and Community Development's VCDP Community Development Block Grants, including but not limited to the following laws and regulations:

**BREACH OF CONTRACT:** This Contract may be terminated at any time for material breach by Contractor. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. *[If and to the extent Breach of Contract is addressed elsewhere in this Contract, those provisions take precedence over this one.]*

**TERMINATION FOR CONVENIENCE:** This contract may at any time and for any reason be terminated for the Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment. *[If and to the extent Termination for Convenience is addressed elsewhere in this Contract, those provisions take precedence over this one.]*

**EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this 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 he 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 his books, records, and accounts by the administering agency and the 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 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 a 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.

**FEDERAL LABOR STANDARDS PROVISIONS, INCLUDING DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT:** [Form HUD-4010 \(06/2009\)](#) is attached hereto and incorporated as if fully set forth herein.



For any contract to which Davis-Bacon and/or Copeland Anti-Kickback act do apply, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of HUD and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*The "Certification for Contracts, Grants, Loans and Cooperative Agreements" is appended to this Agreement and shall be completed by the contractor and the language contained in this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For any contract in excess of \$100,000 that involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

**ENVIRONMENTAL LAWS:** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— For any Contracts and subgrants of amounts in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**DEBARMENT:** Contractor shall complete the attached Certification regarding Debarment. The language contained in the Certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). All subrecipients shall certify and disclose accordingly.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** For any Contracts in excess of \$100,000, Contractor shall not use 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 any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment) and 24 CFR Part 87.

The contractor will use the form attached hereto to certify that no federally 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 in connection with the awarding of any Federal grant or loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 Agreement, it will complete and submit Standard form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. If no funds have been paid or will be paid, the Disclosure Form to Report Lobbying shall be completed with the statement No Lobbying activities undertaken added under Section 14.

**SECTION 3:** On all projects receiving \$200,000 or more of federal funds, the Contractor shall comply with the following Section 3 provisions:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to notify Section 3 workers and Targeted Section 3 workers about the availability of training and/or employment opportunities, and follow Section 3 bid procurement policy. Contractor shall track and provide all employees hours per project and provide this information to VHCB and/or VCDP in order to meet the Section 3 benchmarks as set by HUD. A good faith estimate of the labor hours for each full-time or part-time employee can be used if a detailed time and attendance system is not in place.
- D. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous

places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- E. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to collect and provide all subcontractor information and take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- G. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**BUY AMERICA PREFERENCE.** All grantees, subgrantees, contractors, and subcontractors utilizing federal funds shall comply with the Buy America Preference (BAP) of the Build America, Buy America Act (BABA). This includes requirements that all iron, steel, construction materials, and manufactured products incorporated into qualifying infrastructure projects must be manufactured in the United States, subject to phased implementation, guidance and waivers issued by HUD and U.S. Treasury.

Grantee, subgrantees, contractors, subcontractors, and vendors shall utilize the three BABA Certification forms for bids, submittals, and AIA certifications submitted with requisitions. Grantee, subgrantees, contractors, and subcontractors shall maintain documentation supporting BABA compliance for a minimum of three (3) years.

**CONFLICT OF INTEREST:** No person who is an employee, agent, consultant, officer, or elected or appointed official of the Town of Rochester or other pertinent party may obtain a personal or financial interest or benefit from, or have an interest in, this contract or the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter, if they exercise or have exercised any functions or responsibilities with respect to the program or are in a position to participate in a decision making process or gain inside information with regard to the program.

**RETENTION OF AND ACCESS TO RECORDS:** Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, the U.S. General Accounting Office, the Town of Rochester, or other pertinent party to this VCDP Grant shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts. Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP-FUNDED project shall be retained in separate records and for a minimum of three years after receipt of a Certificate of Program Completion. The above requirements shall apply to all sub grantees, contractors, and subcontractors who enter into contracts or agreements with the Grantee.

**Verify – Print page with Date Information Confirmed prior to Contract Execution:**

VT Secretary of State to verify Contractor & Subcontractor(s) are Registered to Perform work in VT. At:

<https://bizfilings.vermont.gov/online/BusinessInquire/>

Verify VT Buildings and General Services – Debarment List at:

<https://bgs.vermont.gov/purchasing-contracting/debarment>

Verify UEI & for HUD Exclusions at:

<https://sam.gov/content/home>

Will need to create an account to verify registration.

<https://sam.gov/content/entity-information>

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made, or costs reasonably anticipated for bona fide fringe benefits under Section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5. 5(a) (1)(iv); also, regular contributions made, or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5. 5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5. 5 (a)(1)(ii) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(1) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the

Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(ii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iii)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate assets account for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the

contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website at <https://www.dol.gov/whd/forms/wh347.pdf> and <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the

contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by

the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe

benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions",

provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false, shall be fined not more than \$5, 000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** 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 by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 U S C 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant is **required** to check the "System for Award Management" at [www.sam.gov](http://www.sam.gov). (www.sam.gov combines the Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion for Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_. By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (if any)

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of Lobby Activities", in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_. By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title, if any)

Covered Action: \_\_\_\_\_  
(Type and Identity of Program, Project, or Activity)

(2014)

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

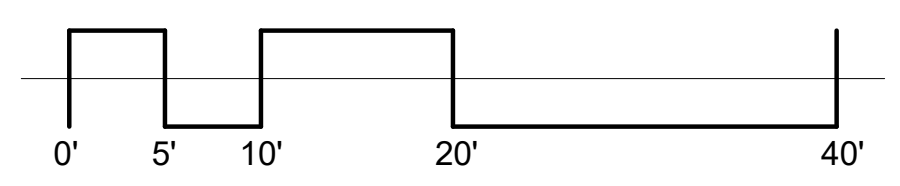
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 13 52, title 3 1, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ of 20\_\_.

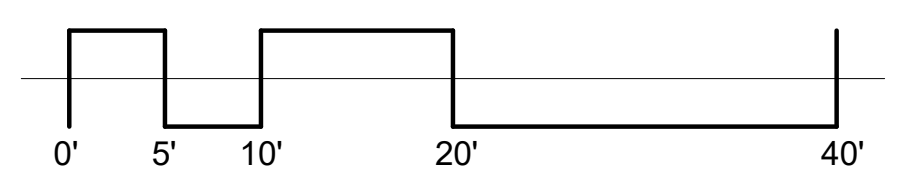
By \_\_\_\_\_  
(Signature)  
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(Title, if any)

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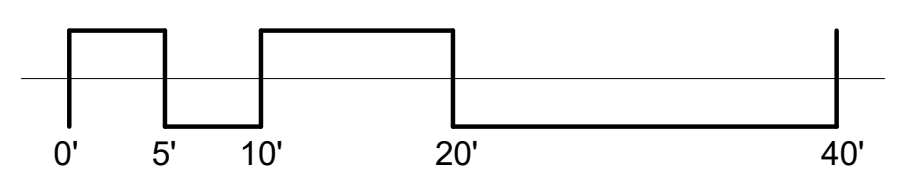


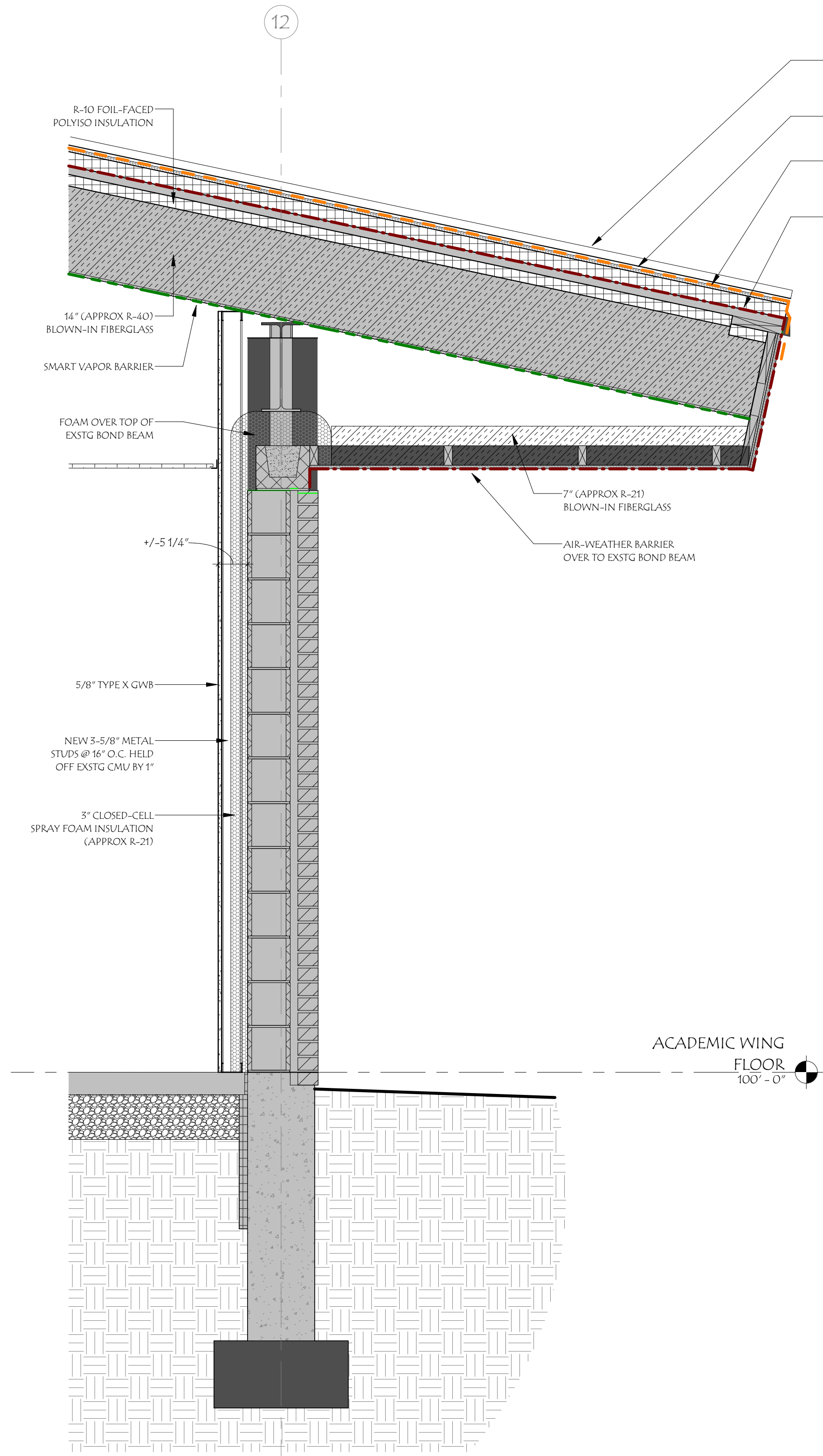
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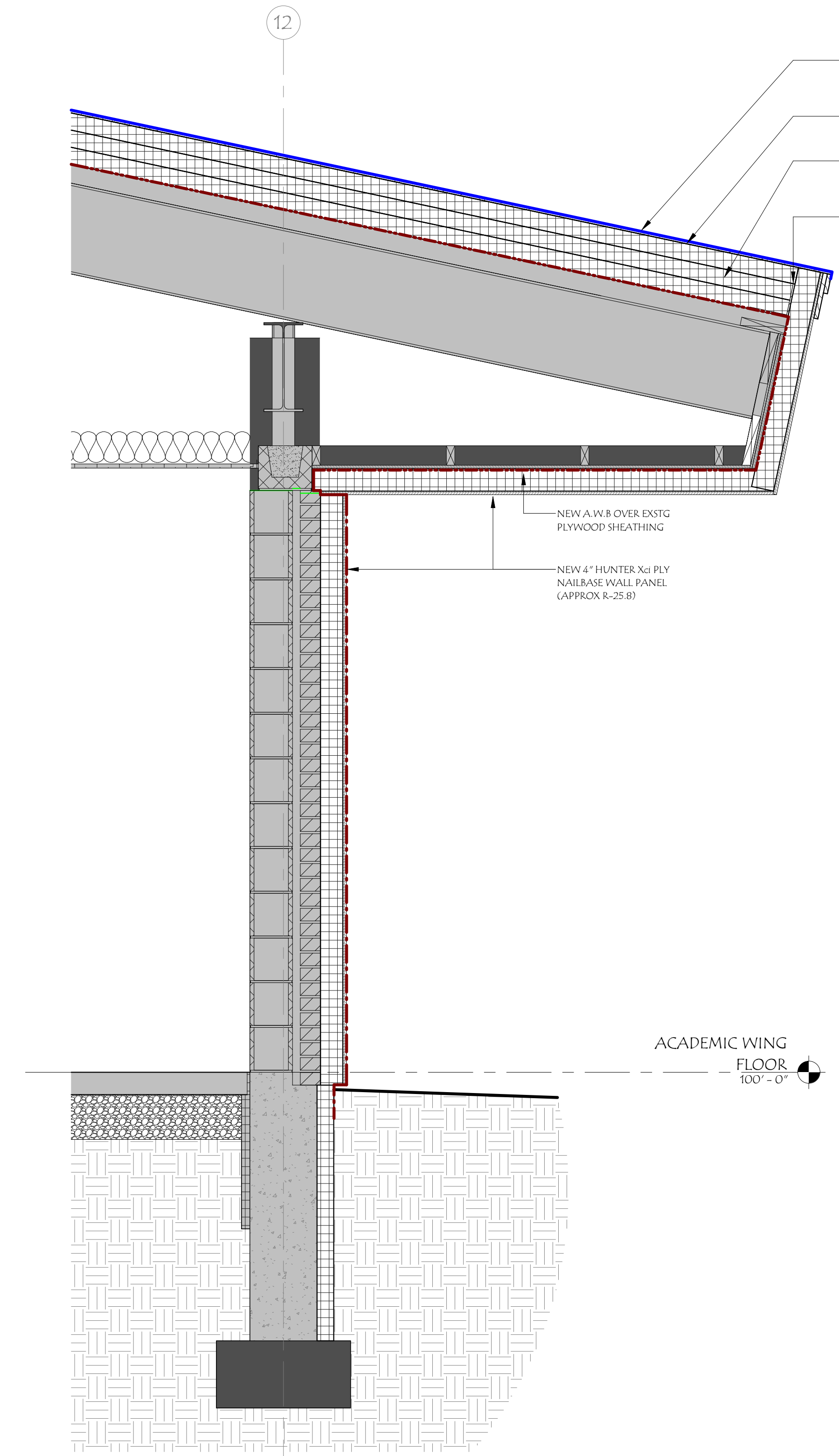
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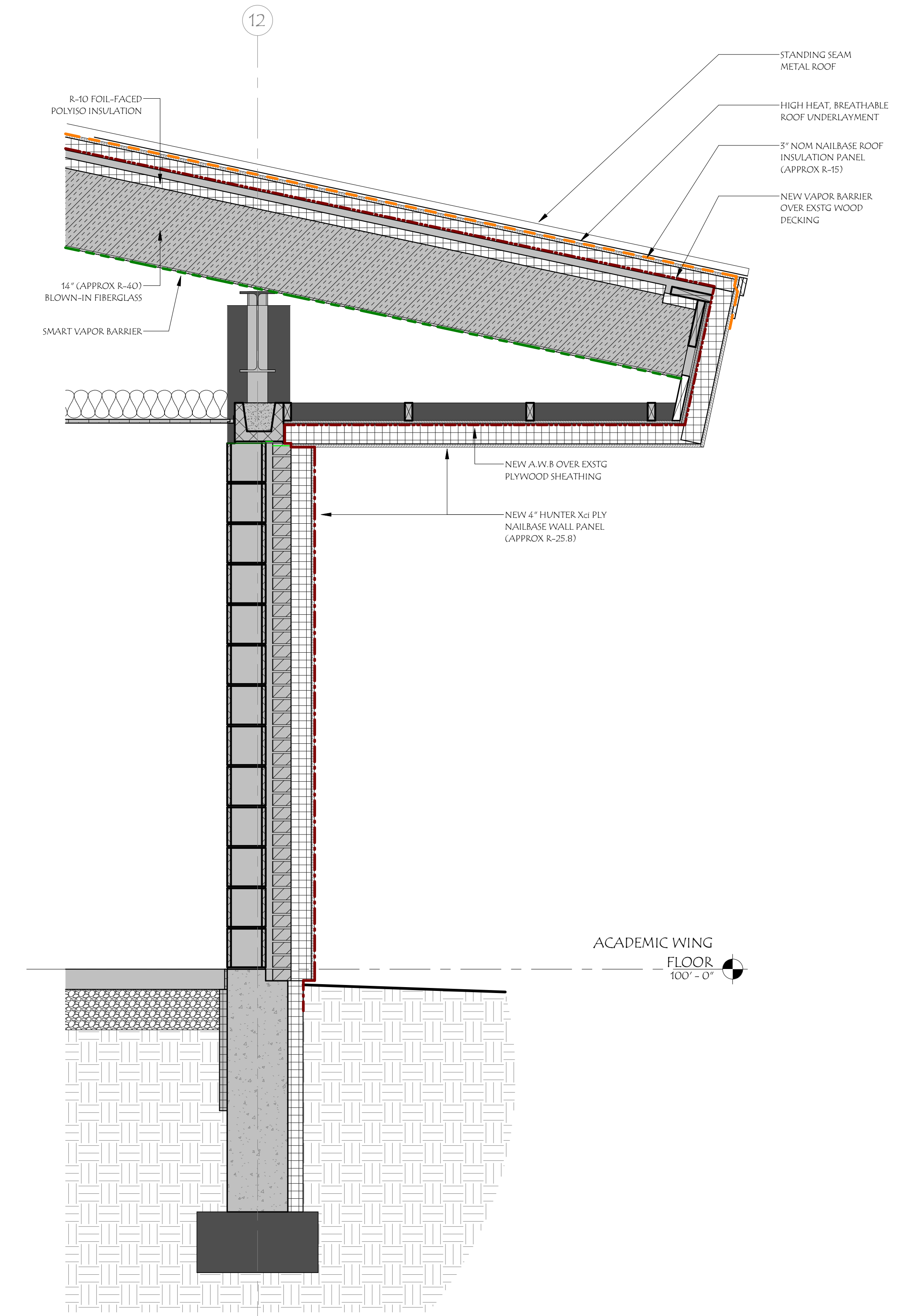




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2 PROPOSED EXTERIOR INSULATION SCHEME  
SD-05 3/4" = 1'-0"



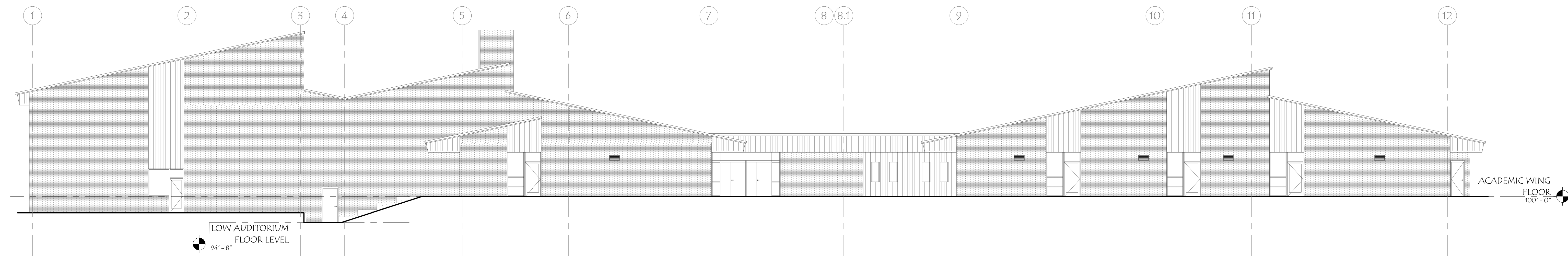
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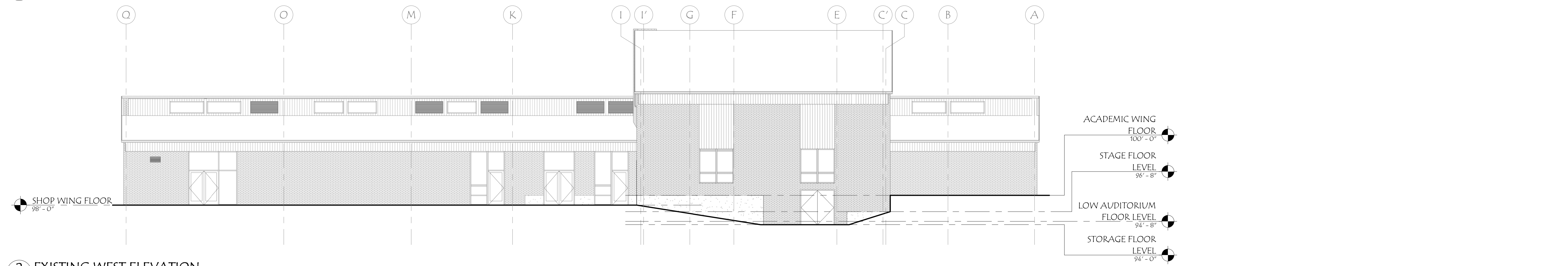
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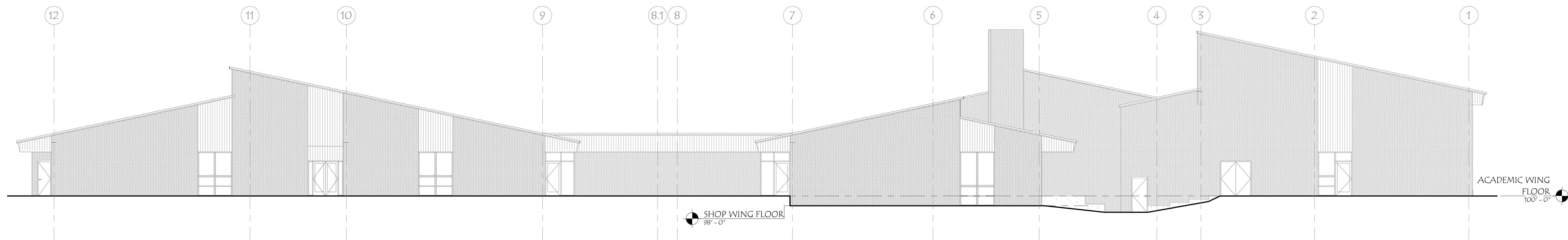




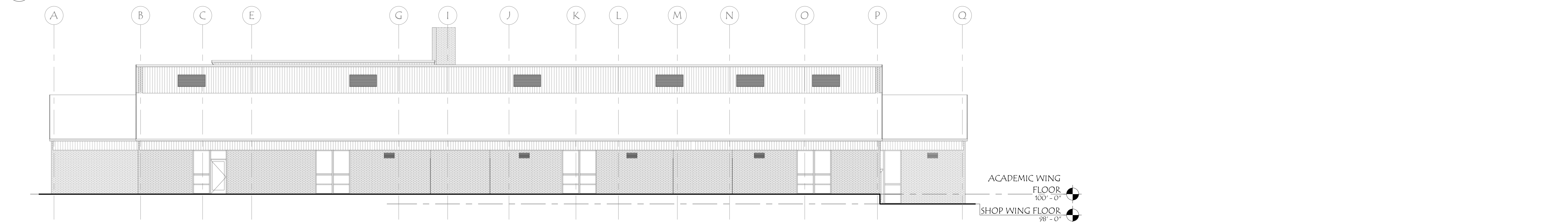
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2 EXISTING WEST ELEVATION  
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3 EXISTING NORTH ELEVATION  
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4 EXISTING EAST ELEVATION  
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