



Housing Authority of New Haven

PM-24-IFB-944
Invitation for Bids

Essex Townhouses Fire Damage Repair & Exterior
Improvements

Issue Date: August 21, 2024

Karen DuBois-Walton
President

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Part I. Cover Page

A. Overview

The Housing Authority of the City of New Haven d/b/a Elm City Communities (HANH/ECC) is seeking the services of an experienced contractor to provide the services as outlined in the Scope of Work.

BID BOND IS REQUIRED

B. Important Due Dates/ Locations/ Time

Schedule	
Event	Date
IFB Issued	August 21, 2024, at 3:00 PM
Pre-Bid Conference	September 4, 2024, at 11:300 AM
Questions Due	September 6, 2024, at 12:00 PM
IFB Submittal Deadline	September 13, 2024, at 3:00 PM
Public Bid Opening	September 13, 2024 at 3:15 PM

A Pre-Bid Conference is scheduled for September 4, 2024, at 11:30 a.m. EST ONLY via conference call. Link is attached as a separate document in Cobblestone. Attendance is not mandatory but is recommended.

All questions concerning this IFB must be submitted in writing no later than September 6, 2024, at 12:00 p.m. EST and submitted via the Housing Authorities of the City of New Haven's Vendor/Contractor Collaboration Portal, <https://newhavenhousing.cobblestonesystems.com/gateway>.

Answers to questions will be responded to after the close of the questions period and answered via an Addendum posted on the Housing Authorities of the City of New Haven's Vendor/Contractor Collaboration Portal. Prior to submission of bid, please check the Vendor/Client Collaboration Portal for any addendums posted. All Addenda's must be acknowledged with a signature and timely submitted as part of this solicitation. Bids will be rejected if the addendum is not timely submitted as stated.

A bid opening is scheduled for September 13, 2024, at 3:15 p.m. EST via video conference call. Attendance is not mandatory. Conference call link is attached in a separate document.



C. Preparation of Submission:

The bids must substantially conform to the IFB checklist.

Sealed Bids must be uploaded via the Housing Authority of the City of New Haven's Portal website: <https://newhavenhousing.cobblestonesystems.com/gateway>.

All bid bonds must be sent to:

**The Housing Authority of the City of New Haven
360 Orange Street
New Haven, CT 06511
Attention: Procurement**

YOU MUST BE A REGISTER VENDOR TO SUBMIT A BID

Caution: Late Proposal submission will be handled in accordance with the provisions contained in HUD Form HUD 5369-B Titled "LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS".

By submission of a bid, the bidder agrees, if its bid is accepted, to enter into a contract with HANH/ECC in the form included in the contract documents to complete all work specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached IFB.

The bid shall remain valid for the period specified in the IFB, must be independently arrived at, and shall be prepared in accordance with the Instructions to Bidders (HUD Form HUD-5369). Additionally, all required certifications and other applicable documents, as shown on the "Index of Submittal Documents Required for Sealed Bids," must be completed and submitted as part of the bid.

The bid prices shall be included as provided for in the attached IFB. Unless otherwise specified in the IFB, all prices shall be on a firm-fixed-price basis and are not subject to adjustment based on costs incurred.

Unless indicated otherwise, Bidders must submit a lump sum firm-fixed-price bid consistent with a cost/price analysis prepared by HANH/ECC. Price bids that are inconsistent with the HANH/ECC's cost/price analysis may be deemed non-responsive.

Bidders must provide HANH/ECC with the appropriate discount percentage that would apply, if applicable, to prompt payments and the number of days HANH/ECC must make those prompt payments to be able to take advantage of the discount.

HANH/ECC reserves the right to reject any and all submitted bids or to waive any informality in the solicitation process.



Housing Authority of New Haven

No bid shall be withdrawn for a period of **One Hundred and Twenty (120) calendar days** subsequent to the opening of the submittals without the consent of HANH/ECC.

Bidders should be advised that, prior to the award of any contract, HANH/ECC reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.

The following information is vital to the submission process and should be read through carefully.

RELEVANT AND PAST EXPERIENCE

Bidder(s) must complete the Contractor's Bid Qualification Form, Reference and Past Performance Form, HUD Form HUD-2530 (Previous Participation Certification), and HUD Form HUD 50071 (Certification of Payments to Influence Federal Transactions) if applicable. NOTE: The Contractor's Bid Qualification Form must be notarized.

BIDS

Bidder(s) must complete the Bid Form, Itemized Bid Form and Bid Bond Form (which must be affixed with the appropriate corporate seal(s) and notarized). Pursuant to HUD Form HUD-5369 (Instructions to Bidders), **all bids for construction and equipment over \$100,000 must be accompanied by a negotiable bid bond** (guarantee) which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a bank draft or certified check, payable to the HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, U.S. Government Bonds at par value, an irrevocable letter of credit, or a satisfactory bid bond executed by both the Bidder and a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed.

BONDING REQUIREMENTS

The following bonding requirements are required for award of all construction contracts using the sealed bid procurement method (24 CFR 85.36).

A **bid guarantee** from each bidder equivalent to five percent of the bid price (must be shown in dollar amount). The bid guarantee shall be a **certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company** acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. The bid guarantee **may also be an irrevocable Letter of Credit**. Certified checks and bank drafts must be made payable to the order of the HOUSING AUTHORITY OF THE CITY OF NEW HAVEN. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. **Failure to submit a bid guarantee with the bid shall result in the rejection of the bid**. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

After Contract Award, a Performance and Payment Bond will be requested per the following (construction contracts greater than \$100,000):



Housing Authority of New Haven

1. A **performance bond** on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
2. A **payment bond** on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Acceptable forms of Performance and Payment Bonds include the following:

- 100% Performance and Payment Bond
- Separate Payment and performance bonds each for 50% or more of the contract price;
- 20% cash escrow; or
- 25% irrevocable letter of credit

EMPLOYMENT AND CONTRACTING ACTION PLAN

Bidder(s) should review HANH/ECC's Bid Conditions For Equal Opportunity in Employment, Section 3 Clause (Qualification Information), Federal Executive Order 11246 Compliance Requirements, and Clause 40 (Employment, Training, and Contracting Opportunities for Low-income Persons, Section 3 of the Housing and Urban Development Act of 1968) of HUD Form HUD-5370 (General Conditions of the Contract for Construction).

Bidder(s) must complete and sign the following documents:

- Housing Authority City of New Haven (HANH) Section 3 Form of Certification
- Housing Authority City of New Haven (HANH) Section 3 MBE/WBE Plan

REQUIRED CERTIFICATIONS

All Certification documents shown on the "Index of Submittal Documents Required for Sealed Bids" must be prepared and submitted with Bidder's proposal for the bid to be considered responsive to the HANH/ECC Invitation for Bid (Sealed Bid)/Solicitation requirements. **The minimum amount of time that Bidder's proposal must remain valid is ONE HUNDRED AND TWENTY (120) calendar days from the bid submittal date.**

MANDATORY CLAUSES

HUD FORM HUD-5370 (General Conditions of the Contract for Construction) and HANH/ECC's Supplemental Conditions to HUD Form HUD-5370 and HANH/ECC's Special Conditions to the HUD General Conditions include all clauses mandated by 24 CFR 85.36.

Part II. Bid Protest

Disagreements over the award of a HANH/ECC contract, referred to as protests, may occasionally arise between the PHA and an offeror. Usually, the protestor asserts that he/she should have received the contract award and alleges that HANH/ECC did not conduct the competition appropriately. (Note: While protests are commonly referred to as bid protests, any type of contract award, including small purchase, competitive proposal, or sealed bid, may be protested by an unsuccessful offeror.) HANH/ECC, in accordance with sound business judgment, is responsible for the settlement of protests arising from the procurement process.

1. **Designation of Protest Officials.** The Contracting Officer shall be responsible for the receipt of any form bid protest in writing and with conducting the initial bid protest hearing. Bid protest must be submitted within ten (10) days of the award of contract by the Authority.

The Contracting Officer shall render an impartial decision regarding any bid protest.

2. **Appeal of Initial Bid Protest Decision.** If the Contracting Officer denies the bid offeror's bid protest, the protestor must request an appeal of said finding in writing no later than ten (10) days of the date of receipt of the decision of the Contracting Officer. The appeal hearing will be conducted by no less than two (2) members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee.) The request for an appeal hearing shall be directed to the Contracting Officer.
3. **Requirements for Written Protests.** Protestors shall submit a bid protest in writing to the Contracting Officer within ten (10) days of the award of the subject contract by the Authority to the following address. **Protest against terms of the solicitation must be made prior to the due date of solicitation.**

Contracting Officer
360 Orange Street
3rd Floor
New Haven, CT 06511

The bid protest must clearly state the basis for the protest. Protests should include, at a minimum, the following information:

- a. Name, address, and phone number(s) of the protestor;
 - b. Solicitation number and project title;
 - c. A detailed statement of the basis for the protest;
 - d. Supporting evidence or documents to substantiate any arguments; and
 - e. The form of relief requested (e.g., reconsideration of their offer).
4. **Submission Time Period.** Generally, the offeror shall submit bid protest no later than ten (10) days of date the award of subject contract is made by the Board of Commissioners. **Protests against the terms of a solicitation should be considered late if submitted after the due date for offers.**

5. **Time Period for Formal Protest Hearing.** The Contracting Officer, or his/her designee, shall conduct a protest hearing, if the written request warrants within ten (10) calendar days of receipt of the writing request by the protestor. The Contracting Officer may deem, based upon the evidence presented by the protestor, that a hearing is not warranted, and that an unbiased and impartial initial decision can be rendered without the need of a face to face hearing.
6. **Remedial Action.** If a protest is decided in favor of the protestor, HANH/ECC may consider, inter alia, the following remedies:

If the contract has not been awarded, the HANH/ECC may cancel or revise the solicitation or proposed contract award, or

If the contract has been awarded, the contract may be terminated for convenience and awarded to the protestor, or the procurement may be canceled and offers re-solicited.
7. **Emergencies or Unusual and Compelling Circumstances.** HANH/ECC may allow a contract to remain in place despite a successful protest in cases of emergency or unusual or compelling need for the supplies or services. However, if the HANH/ECC determines, based on compelling circumstances such as an emergency or serious disruption of its operations, that termination or re-solicitation would not be in the best interest of HANH/ECC, then HANH/ECC may allow the award to stand and pay the successful protestor costs associated with preparing the bid along with the cost of filing and pursuing the protest and other damages determined.
8. **Denials.** HANH/ECC shall notify the protestor in writing of its decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with our protest procedures.
9. **Appeal Procedures.** As stated above, appeal of the Contracting Officer's initial decision shall be heard by no fewer than two members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee). The request for an appeal must be made in writing as stated above and must include, but not be limited to:
 1. A statement of the factual and legal grounds on which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered.
10. **Documentation.** The Contracting Officer shall fully document the protest decision in writing in the contract file. Documentation shall include but not be limited to:
 1. A copy of the subject solicitation and supporting documentation, including the copy of the advertisement of the bid.
 2. A copy of the protestor's written protest.
 3. A copy of the written finding of the Contracting Officer and that of any appeal officer(s).
 4. Copy of documentation used by HANH/ECC to make its decisions that was protested by the protestor.
11. **Informal Resolution Processes.** Protestor may request an informal review of their



Housing Authority of New Haven

protest either in writing or by phone.

EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS

All Equal Employment Opportunities including Section 3 (EEO) forms are provided in this package. The contractor/vendor must review all EEO forms, complete and submit the required EEO forms at the time of submission of bid or proposal. Bids/Contracts at all dollar values are subject to Section 3/MBE/WBE requirements.

After a Contract has been awarded, the contractor must attend a mandatory meeting with HANH/ECC's Director of Procurement. If there are any questions regarding the completion of the EEO forms please contact the Director of Procurement, at 203-498-8800 ext 1200.

Staff is available at 360 Orange Street, 3rd floor, to assist persons with disabilities. The TTY/TDD number is (203) 497-8434. HANH/ECC is an equal opportunity housing agency.
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

Karen DuBois-Walton, Ph.D.

By:
Karen DuBois-Walton
President

Date: 08/18/2024

Part III. Index of Submittal Documents

The INDEX OF SUBMITTAL DOCUMENTS shown below is provided to assist all Bidders in correctly preparing and submitting a responsive Bid to HANH/ECC in accordance with the requirements of the Invitation for Bid (Sealed Bid). The Index contains a listing of all required submittal items.

Please review this index and submit all documents that are checked “**REQUIRED SUBMITTAL**” with your sealed bid. Documents that are checked “**SIGNATURE REQUIRED**” must be properly executed. Documents that are checked “**NOTARY/CORPORATE SEAL REQUIRED**” must be notarized and/or have the Bidder’s corporate seal affixed.

Please view/ download the below listed documents from:

<https://newhavenhousing.cobblestonesystems.com/gateway/DocumentLibrary.aspx>

INDEX OF SUBMITTAL DOCUMENTS				
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORATE SEAL REQUIRED	FOR YOUR REVIEW
ALL PROJECTS				
Cover Sheet <i>(Attached)</i>	X			
Bid Sheet <i>(Attached)</i>	X	X		
Bid Form <i>(Attached)</i>	X	X		
Davis Bacon Wages <i>(Attached)</i>				X
Required Acknowledgements and Certifications:				
<i>HUD 5369 Instructions to Bidders</i>				X
<i>HUD-5369-A Certification and Representation of Bidders</i>	X	X		
<i>Non-Collusive Affidavit</i>	X	X	X	
<i>HUD-50071- Certification of Payments to Influence Federal Transactions</i>	X	X		
<i>Reference and Past Performance Form</i>	X			
<i>Acknowledgement of Addenda Form</i>	X	X		
<i>Section 3 Contractor Guide 2021</i>				X
<i>Contractor Highlight Section 3</i>				X
<i>HANH/ECC Bid Conditions for Equal Opportunity in Employment</i>				X
<i>General Conditions for Construction- HUD 5370</i>	X	X		
<i>HANH/ECC Section 3 Clause</i>				X
<i>HANH/ECC Insurance Requirements</i>				X
<i>Federal Executive Order 11246</i>				X



Part IV. Specifications

Please download the following:
Project Manual
Drawings



Part V. Procurement Process

1. Bid Evaluation/Contract Award

The low bid will be evaluated in accordance with the requirements of the IFB. The low bid will be evaluated to determine the responsiveness to the requirements of the IFB. If the bid does not conform to the solicitation, it must be rejected, and bid will be examined for responsiveness.

The contract will be awarded based on the best interest of the Authority.

HANH/ECC will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to HANH/ECC, cost or price and other factors, specified elsewhere in this solicitation, considered. HANH/ECC reserves the right to request additional information which may include an interview.

HANH/ECC may

1. Reject any or all offers if such actions are in HANH/ECC's interest,
2. Accept other than the lowest offer,
3. Waive informalities and minor irregularities in offers received, and Award more than one contract for all or part of the requirements stated.



Invitation for Bids

PM-24-IFB-944

Essex Townhouses Fire Damage Repair & Exterior Improvements

Company Name: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax Number: _____

Contact Person Name: _____

Email Address: _____

Date Submitted: _____

**Karen DuBois-Walton, Ph.D.
President**



CHRISTOPHER WILLIAMS ARCHITECTS LLC
 85 Willow Street New Haven, CT 06511
 203.776.9384 cward@ctarch.com

ESSEX TOWNHOUSES
 FIRE DAMAGE AND EXTERIOR IMPROVEMENTS
 HANH PROJECT: PM-24-IFB-944



EACH AND EVERY DIVISION TOTAL LINE MUST BE FILLED IN USING WHOLE DOLLAR AMOUNTS.
 FILLING IN A LINE ITEM WITH "INCL" or "IN BELOW" or "IN ABOVE" IS UNACCEPTABLE
 A BLANK LINE OR A LINE FILLED IN WITH A ZERO SHALL BE CONSIDERED TO BE INCLUDED IN THE BASE BID AND THEREFORE IN THE CONTRACT SUM.
 THIS IS A PROTECTED DOCUMENT - DO NOT ALTER IT IN ANY WAY. ALL NECESSARY FORMULAS ARE EMBEDDED AND WILL AUTOMATICALLY TOTAL.
 THE APPARENT LOW BIDDERS WILL BE REQUIRED TO SUBMIT A MORE DETAILED SCHEDULE OF VALUES WITH LINE ITEMS WITHIN EACH DIVISION.

DIV	Section	Div Total
2	SMOKE AND MOLD REMEDIATION	
	SUBTOTAL	
2	ABATEMENT OF ASBESTOS	
	SUBTOTAL	
2	EXISTING CONDITIONS - SELECTIVE DEMOLITION AND REMOVALS	
	SUBTOTAL	
3	CONCRETE	
	SUBTOTAL	
6	WOODS AND PLASTICS	
	SUBTOTAL	
7	EXTERIOR FINISHES	
	SUBTOTAL	
8	INTERIOR DOORS	
	SUBTOTAL	



CHRISTOPHER WILLIAMS ARCHITECTS LLC
 85 Willow Street New Haven, CT 06511
 203.776.0384 cward@ctwilliams.com

ESSEX TOWNHOUSES
 FIRE DAMAGE AND EXTERIOR IMPROVEMENTS
 HANH PROJECT: PM-24-IFB-944



DIV	Section	Div Total
8	EXTERIOR DOORS & HATCHWAYS	
	SUBTOTAL	
9	INTERIOR FINISHES	
	SUBTOTAL	
11	RESIDENTIAL APPLIANCES	
	SUBTOTAL	
12	WINDOW TREATMENTS	
	SUBTOTAL	
23	HEATING	
	SUBTOTAL	
26	ELECTRICAL	
	SUBTOTAL	
	SUBTOTAL ALL DIVISIONS-1 THROUGH 33	

OVERHEAD AND PROFIT
OVERHEAD Limited to 2% OF DIV 1 THROUGH 33
PROFIT Limited to 6% of Div 1 through 33



CHRISTOPHER WILLIAMS ARCHITECTS LLC
 85 Willow Street New Haven, CT 06511
 203.776.0384 cward@ctarch.com

ESSEX TOWNHOUSES
 FIRE DAMAGE AND EXTERIOR IMPROVEMENTS
 HANH PROJECT: PM-24-IFB-944



DIV	Section	Div Total
GENERAL CONDITIONS Limited to 6% of Div 1 through 33		
SUBTOTAL WITH MARKUPS		
Permit Fees		
Payment and Performance Bonds		
SUBTOTAL PERMITS AND BONDS		

GRAND TOTAL-BASE BID		
UNIT PRICES		
UNIT PRICE NO. 1 : Rough framing replacement/ bd ft		
UNIT PRICE NO. 2 : Roof decking or exterior sheathing replacement/ sq ft		
UNIT PRICE NO. 3 : Gypsum board wall replacement/ sq ft		
UNIT PRICE NO. 4 : Gypsum board ceiling replacement/ sq ft		
UNIT PRICE NO. 5 : Type X Gypsum board replacement/ sq ft		

Any errors made by the Submitter calculating the BASE BID AMOUNT may be cause for rejection of the BID.

The bid prices shall be included as provided for in the attached IFB. Unless otherwise specified in the BID all prices shall be on a firm-fixed-price basis and are not subject to adjustment based on costs incurred.

Unless indicated otherwise, Submitter must submit a lump sum firm-fixed price bid consistent with the cost/price analysis prepared by ECC. Bids that are inconsistent with the ECC cost/price analysis may be deemed non-responsive.

ECC will award a contract to the lowest responsive and responsible Submitter on the basis of the **BASE BID AMOUNT**.

2. In submitting this bid, it is understood that the right is reserved by the Elm City Communities to reject any and all Bids and to waive any informalities in the bids. If written notice of the acceptance of this quote is mailed, telegraphed, or delivered to the undersigned within **ONE HUNDRED AND TWENTY (120) calendar days** after the opening thereof, or at any time thereafter before this quote is withdrawn, then the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him/her for signature.

3. Security in the sum of:

_____ DOLLARS (\$ _____)
(Written Amount) (Numerical Amount)
in the form of: _____ is submitted herewith in
accordance with the Specifications.

4. Submitter offers the following discount for prompt payment of invoices by ECC:

_____%, _____(Days)

5. The submitter represents that he/she ___ has ___ has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, 11114, or 11246 or the Secretary of Labor; that he/she ___ has ___ has not filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to sub-contract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. Certification of Non-Segregated Facilities.

By signing this quote, the submitter certifies that he/she does not maintain or provide for his/her employees and segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies

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

7. Unit Prices

The undersigned proposes and agrees that should the contract be adjusted by a request of the Housing Authority, through the Architect or Engineer, the following supplemental unit prices will be the basic price in place for computing extra cost or credit. Each unit price shall represent a dollar value for the work furnished and installed complete including all overhead and profit. Each unit price shall include all equipment, tools, labor, permits, fees etc. incidental to the completion of work.

SEE FOLLOWING BID FORM

8. In submitting this bid, the submitter certifies that his/her firm and all subcontractors are not currently on the HUD or GSA list of debarred, suspended or ineligible companies or the GSA Consolidated List of Debarred, Suspended or Ineligible Contractors.

9. Liquidated Damages

As actual damages for any delay in completion are impossible to determine, the contractor and his surety shall be liable for and shall pay to the Elm City Communities the sum hereinafter stipulated as fixed and agreed liquidated damages for each day of delay until the work is completed and accepted.

\$200 per calendar day

Refer to HUD General Conditions, Paragraph 33, Liquidated Damages

10. Prevailing Wages

Davis-Bacon and prevailing wage rates will be paid to all workers. Wage rate interviews will be conducted at random during the construction period.

NOTE:

The penalty for making false statements in offers is prescribed in 18 u.a.c. 1001.

Date: _____, 20__

By: _____
(Signature required)

Official Address:

Superseded General Decision Number: CT20230010

State: Connecticut

Construction Type: Residential

County: New Haven County in Connecticut.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	04/12/2024
2	06/07/2024
3	07/05/2024

ELEC0090-004 06/01/2024

Entire County excluding Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

	Rates	Fringes
ELECTRICIAN.....	\$ 44.60	3%+34.71

ELEC0488-009 06/01/2024

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

	Rates	Fringes
ELECTRICIAN.....	\$ 45.40	3%+33.57

ENGI0478-006 04/03/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator 2 cubic yards and over.....	\$ 45.71	26.80
Backhoe/Excavator under 2 cubic yards; Rubber Tire Backhoe/Excavator.....	\$ 44.86	26.80
Bulldozer (Rough Grade Dozer).....	\$ 43.38	26.80
Bulldozer Fine Grade.....	\$ 44.86	26.80
Combination Hoe and Loader..	\$ 43.73	26.80
Loader (3 cubic yards up to 7 cubic yards).....	\$ 43.38	26.80
Loader (7 cubic yards or over).....	\$ 46.07	26.80
Loader (under 3 cubic yards).....	\$ 42.04	26.80

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

PAIN0011-012 06/01/2023

Rates	Fringes
-------	---------

GLAZIER.....\$ 41.18 24.55

a. PAID HOLIDAYS: Labor Day and Christmas Day.

ROOF0012-003 06/01/2023

	Rates	Fringes
ROOFER: Slate & Tile Roof.....	\$ 43.00	23.30

a. PAID HOLIDAYS: July 4th, Labor Day and Christmas Day provided the employee is employed 15 days prior to the holiday.

SFCT0676-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 49.98	32.82

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

* SHEE0040-004 07/01/2024

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 43.89	42.90

* SUCT2002-005 12/16/2008

	Rates	Fringes
CARPENTER.....	\$ 16.78 **	1.60
CEMENT MASON/CONCRETE FINISHER...	\$ 17.89	0.00
LABORERS		
Common or General.....	\$ 10.66 **	1.63
Landscape.....	\$ 14.96 **	4.63
PAINTER: Brush and Roller.....	\$ 14.26 **	1.56
PLUMBER/PIPEFITTER (Including HVAC Pipe Installation).....	\$ 16.04 **	2.06
ROOFER, Excludes Slate, and Tile Roofs.....	\$ 24.20	7.65

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"