

Exhibit B –CDBG Public Facilities  
Projects

1. HUD Form 4010 Federal Labor Standards
2. HUD Income Guidelines
3. Will County Section 3 Plan
4. Sample of Bid Publication
5. Sample of Section 3 Solicitation
6. Sample of WMBE Solicitation
7. BABA-Build America, Buy America (BABA) Act 41,USC 8301
8. Daily Site Report
9. Monthly Progress Report

**Federal Labor Standards Provisions****U.S. Department of Housing  
and Urban Development  
Office of Labor Relations****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 1(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.

(ii) (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:

(1) 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.

(iii) 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.

(iv) 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 account assets 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 Web site at <http://www.dol.gov/esa/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 1 01 0, 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 therefor 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 USC 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.



If the awarded CDBGPF project includes a direct benefit component, households qualifying for direct benefit assistance must have a total household income of 80% or less of Area Median Income. \*All Income Eligibility Verifications must be completed by a HUD approved agency.

## 2024 Income Limits (Chicago-Joliet-Naperville)

### FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Chicago-Joliet-Naperville, IL HUD Metro FMR Area</b>	\$112,100	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	39,250	44,850	50,450	<b>56,050</b>	60,550	65,050	69,550	74,000
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	23,600	26,950	30,300	<b>33,650</b>	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	62,800	71,800	80,750	<b>89,700</b>	96,900	104,100	111,250	118,450

HUD Income Calculator limits to determine direct benefit eligibility.

## WILL COUNTY SECTION 3 PLAN



Final Section 3 Plan  
7.6.22.docx



County is copied on all W-MBE outreach and Section 3 correspondence:

- a) A copy of the project manual, publication, and a cover letter stating the municipality's intent to encourage Minority and Women Owned Business Enterprises to submit a proposal shall be sent to the following agencies:

Illinois Department of Commerce and Economic  
Opportunity Attn: Vanessa Uribe, Deputy Director  
500 E Monroe St.  
Springfield, IL 62701  
[Vanessa.Uribe@illinois.gov](mailto:Vanessa.Uribe@illinois.gov)

Jason Cox, Chairman of Contractors Association of  
Will and Grundy Counties  
233 N. Springfield Ave  
Joliet, IL 60435  
[info@CAWGC.org](mailto:info@CAWGC.org)

Ammar Rizki, Chief Financial Officer Bureau of Finance –  
W-MBE Outreach and Solicitation  
118 N. Clark Street Room 1020  
Chicago, Illinois 60602  
**Telephone:** (312)603-5502  
**Fax:** (312) 603-4547

Indiana, Illinois, Iowa Foundation for Fair Contracting  
Attn: Lydia Simrayh  
6170 Joliet Road, Suite 200  
Countryside, IL 60525  
[lsimrayh@iiffc.org](mailto:lsimrayh@iiffc.org)

County is copied on all Section 3 outreach correspondence which must be approved by

the Will County Sec 3 Coordinator prior to release:

- a. A copy of the project manual, publication, and a cover letter stating the subrecipient's intent for Section 3 (Per the Will County Section 3 Plan) outreach shall be sent to the following agencies:

- i. Section 3 Program Coordinator

Joliet Housing Authority  
6 South Broadway Street  
Joliet, IL 60436

Corporate and Community Services  
Joliet Junior College  
1215 Houbolt Road  
Joliet, IL 60431

**EXAMPLE LANGUAGE NEEDED FOR:  
ADVERTISEMENT FOR BIDS**

Project No. \_\_\_\_\_, Owner: \_\_\_\_\_

Separate sealed bids for the \_\_\_\_\_ for the \_\_\_\_\_ will be received by \_\_\_\_\_ at the office of the \_\_\_\_\_ at the \_\_\_\_\_

\_\_\_\_\_ until \_\_\_\_\_ o'clock (AM , PM , CST. \_\_\_\_\_, 20\_\_\_\_,

and then at said office publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the \_\_\_\_\_ following:

\_\_\_\_\_.

Copies may be obtained at the office of \_\_\_\_\_ located at \_\_\_\_\_ upon payment of \_\_\_\_\_ non-refundable \_\_\_\_\_ if shipped) \$ for each set. (\$

The owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid a security in the amount, form, and subject to the conditions provided in the Information for Bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246. MBE/WBE: Women and Minority Owned Businesses are encouraged to submit proposal.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

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(Date)

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Elected Official



## SAMPLE Section 3 Solicitation

TO:

FROM: Angela D. Smith, Purchasing Coordinator

SUBJECT: 202X COMMUNITY DEVELOPMENT BLOCK GRANT STREET RESURFACING PROGRAM

DATE: November 30, 202X

The City of Wilmington is soliciting bids for the **202X COMMUNITY DEVELOPMENT BLOCK GRANT WATER MAIN REPLACEMENT PROGRAM**. A copy of the newspaper advertisement is enclosed for your information. Copies of the Bid Package may be obtained by contacting the City of Wilmington, (888) 888-8888.

The City of Wilmington is encouraging Contractors to submit a bid and proposal in accordance with Will County Section Plan requirements for this project.

All Minority and Women owned business enterprises and Section 3 Business Concerns are encouraged to submit a proposal.

If you have any questions regarding the above, do not hesitate to contact us (888) 888-8888.

Sincerely,

Angela D. Smith Purchasing Coordinator

Enclosures

Cc: Will County

SAMPLE W-MBE Solicitation

**Letterhead**

GOOD HAMMER CONSTRUCTION COMPANY  
1000 Building Lane  
Winston-Salem, North  
Carolina 27101

**Date of notice.**

September 1, 2022

**\*\*SAMPLE LETTER\*\***

**Subcontractor**

Jones Plumbing Contracting, Inc.  
Robert A. Jones  
Company Address  
City, State and Zip Code  
(336) 765-0000

**Which contract?** Re:

***Each letter should include the specific scope of work solicited.***

Dear Mr. Jones

Good Hammer Construction Co. is requesting bids from certified M/WBE firms on the above referenced project. We are soliciting subcontractor bids for **(Name the specific area sub bids are requested)** for this project.

***Where are the documents?*** Bid documents and plans may be reviewed in our office. Please contact me at (336) 777-7777, if you would like an appointment to review the documents.

***When & where are bids due.*** Quotes must be received in our office by **(list the date and time bids are due)**.

***Negotiation available?*** Good Hammer Construction Company is willing to review any responsible quote and will negotiate terms, if appropriate. We will notify your firm if your bid is accepted for this project. Please contact me if you have not heard from us by **(provide a date)** and I will inform you of the status of your bid.

***Assistance offered.*** If you need assistance with obtaining bonding, loan capital, lines of credit, insurance or joint pay agreements, please contact us and we will review your needs and direct you to available agencies for assistance.

***Joint venture or partnership?*** Good Hammer Construction Company will look at the possibility of a joint venture or partnership arrangement, if appropriate.

***Quick pay policy?*** Good Hammer Construction Company pays twice monthly on submission of qualified invoice.

***Contact person?***

Sincerely,

John Jones  
Project Estimator

[..\..\..\9. Resources and Guidance\2. CDBG\BABA\2023-12cpdn.pdf](#)

**Monthly Progress  
Report-Draft Form**

Complete with past month's data and submit to Will County CDBG by the **fifth day of the next month.**

PROJECT NUMBER\_

MONTH:

YEAR: 20\_\_\_\_\_Project Name:

Project Contact/Manager:

Phone:

Firm/Agency:

1. Describe any action taken, relating to this project, during the past month. (
2. How many households received new and/or improved service during the reporting period?

What activities are scheduled for the next month?

3. Describe any affirmative marketing you have implemented regarding this project. Please list and attach any recent media coverage of relating to this project.
4. Please refer to your project timeline in Exhibit A and indicate any changes. Print "NA" if not applicable.

Activity	Start Date	End Date	Changed to Date and explanation
Project Design Complete			
Bid Release Date			
Bid Open Date			
Bid Award Date			
Pre-Construction Meeting			
Construction Start Date			
Construction End Date			



**INSERT NAME OF SUBRECIPIENT AND PROJECT      DAILY REPORT**

PROJECT NO: **60280434**      LOCATION:      DATE:

PROJECT NAME:

PRIME CONTRACTOR:

M ☐ T ☐ W ☐ T ☐ F ☐ S ☐ S ☐      CONTRACT DAY# \_\_\_\_\_      PAGE      OF

WORK FORCE      HOURS WORKED      A.M. TO      P.M. SEE PAGE 2 FOR DETAIL

WEATHER

TEMP. MAX F.      REAL FEEL      F MIN      F REAL FEEL      F

EQUIPMENT USED IN THIS AREA:

SUBCONTRACTORS WORKING IN THIS AREA:

DESCRIPTION: (LIST WORK IN PROGRESS, QUANTITY INSTALLED, LOCATION, COMMENTS, PROBLEMS, VISITORS, DELAY AND CAUSES, ACCIDENTS, SPECIAL INSTRUCTIONS RECEIVED OR GIVEN, TESTS MADE ETC.)

FORM FILLER

## DAILY REPORT

PROJECT NO:          LOCATION:          DATE:

PROJECT NAME:

PRIME CONTRACTOR:          PAGE          OF

M ☐ T ☐ W ☐ TH ☐ F ☐ S ☐ S ☐

TITLE	NAME				
			AM		PM
			AM		PM
			AM		PM

### SUB CONTRACTORS

CONTRACTOR NAME:

TITLE	NAME				
			AM		PM

CONTRACTOR NAME:

TITLE	NAME				
			AM		PM

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