Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

INVITATION TO BID
40TH YEAR CDBG
PUBLIC WORKS IMPROVEMENT
BLOCK GRANT PROJECT
EXHIBIT B
A BOILER PLATE (GUIDE)

PREPARED BY:
CITY OF HALLANDALE BEACH
PUBLIC WORKS DEPARTMENT
BROWARD COUNTY
AND PROCUREMENT DEPARTMENT

FEDERAL GRANT

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT (CDBG)

A BOILER PLATE (GUIDE)

FOR

City of Hallandale Beach – Public Works Improvements

Project: 40 TH Year CDBG- Infrastructure Improvements to Retrofit and Upgrade City's Drainage System

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SUPPLEMENTARY CONDITIONS

I. FEDERAL GRANTS PROJECTS:

By virtue of the fact that funding of this project will be delivered in full or in part from the United States government through: Housing and Urban Development (HUD).

Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in the Federal Register or CFR.

Clauses, terms or conditions required by federal grantor agency are hereby attached and made a part of this Project Manual.

REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE COMPLETED AND SUBMITTED WITH THE BID IN ORDER FOR THE BIDDER TO BE CONSIDERED RESPONSIVE:

1. BIDDER'S INITIAL SECTION 3 GOALS, **Page # 12.**

2. ELIGIBLE JOBS AVAILABILITY FORM or UNAVAILABILITY CERTIFICATION, **Page #'s 15 or 16. One of these should match to page #12.**

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD OF CONTRACT: THESE PAGES ARE PART OF THIS BOILER PLATE

1. Certification of F. Y. 1988 Restrictions on the Award of Certain Contracts and Subcontractors to Foreign Countries, **Pages 6 through 7.**

2. Certification of Bidder Regarding Equal Employment Opportunities, (EEO) **Page 8.**

3. Certification of Proposed Subcontractor Regarding Equal Employment Opportunities (EEO), **Page 9.**

4. Broward County Section 3 Form, **Page 13.**

5. Certification of Non-Segregated Facilities, **Page 19.**

6. Notice to Labor Unions or other organizations of Workers Nondiscrimination In employment, **Page 20.**

7. Certification REGARDING PRIME CONTRACTOR DEBARMENT **Page 27**

8. Certification regarding sub-contractor(s) debarment **Page 28.**

SPECIAL REQUIREMENTS OF BROWARD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

1) On the 11th day of October, 1983, the Board of County Commissioners passed a Resolution approving concept of First-Source Hiring as a method to induce contractors who receive bid awards under the Emergency Jobs Bill and other Community Development Block Grant Programs, to hire unemployed residents of Broward County. The funds made available for work to be performed under this contract authorized by Public Law 98-8, commonly known as the Jobs Bill, require that these funds be obligated and disbursed as rapidly as possible so as to quickly assist the unemployed and the needy. These funds should be used to maximize the immediate creation of new employment opportunities to individuals who are unemployed at least fifteen (15) weeks out of the last twenty-six (26) weeks.

2) Prime and Subcontract Awards are crucial to the achievement of the success of this program. Therefore, the Prime Contractor shall, and shall require each subcontractor, to fulfill the County requirements by accepting referrals and interviewing eligible laborers and/or trainees as outlined in paragraph (4) below. These eligible laborers and trainees shall fill entry-level positions in the contractor's construction work force and be provided with meaningful training in order to increase the likelihood that they be absorbed into the permanent work force upon completion of the project if the contractor has entry-level positions available.

3) **FOR BIDDERS TO BE RESPONSIVE EACH MUST SUBMIT WITH THEIR BIDS THE BIDDER'S INITIAL SECTION 3 GOALS (PAGE 12). "ELIGIBLE JOBS AVAILABILITY FORM" (PAGE 15) OR THE "UNAVAILABILITY CERTIFICATION" (PAGE 16). NO FORMS WILL BE ACCEPTED AFTER THE BID DUE TIME. NO EXCEPTIONS.**

4) If the successful bidder has eligible job vacancies available, it is the bidder's responsibility to contact Workforce One at least two (2) weeks before the commencement of construction in order to obtain job recruitment referrals.

5) **To obtain a list of job recruitment referrals the contractor shall contact:** Workforce One, 2610 W. Oakland Park Boulevard, Fort Lauderdale, Florida 33311. Telephone (954) 677-5627 or visit their website at www.wf1broward.com

6) In the event of the occurrence of any vacancy of eligible job positions at any time during the project, the contractor shall immediately contact Workforce One for new referrals in order to fill those vacancies.

7) In the event that Workforce One is unable to provide referrals in a timely manner, upon notification from the contractor, the contractor shall immediately notify the County who shall provide the contractor with a contact name at the Florida State Employment Service.

8) Contractor shall refer all entry-level job applicants contacting him directly to Workforce One for determination for their eligibility.

9) Contractor may obtain from Workforce One or the Community Development Division information regarding wage subsidies and tax credits as related to the employment to

low income persons and residences of enterprise zones.

10) Contractor shall include, or cause to be included, in all subcontracts covering any of the work covered by this contract, the requirements applicable to the Contractor and appearing herein. The requirements for subcontractors only apply to labor and installation subcontracts and exclude materials and supplies subcontracts.

11) Nothing herein shall be construed to require or warrant the award of a bid to a Prime Contractor when it is not the lowest responsive bid when two (2) or more bidders either meet the requirements or certify that no entry level positions are available.

12) Nothing herein shall be construed to require a Prime Contractor to award a subcontract bid if it is not the lowest responsive bid.

13) Nothing herein shall be construed to indicate that a higher level of Jobs Bill Involvement will give the bidder the right of award over other bidders who have agreed to accept referrals form Workforce One. However, when all elements of a bid are substantially equal, the number of entry-level positions available may be used to break ties.

14) **DEFINITIONS**

a. **Laborer:** Includes at least those workers whose duties are manual or physical in nature, including those workers who use tools or who are performing the work of trade

b. **Trainee:** Includes a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the United States Department of Labor and Employment Training Administration as meeting its standards for the on-the-job training programs which have been certified by that Administration.

CERTIFICATION OF FISCAL YEAR 1988 RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUB-CONTRACTS TO FOREIGN COUNTRIES

This certification is to verify that the offeror 1) is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S. Trade Representative (USTR); 2) has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list, and 3) will not provide any product of a country included on the USTR list. These prohibitions also apply to certain products used in these activities, such as affixed equipment, electronics, utilities, and instruments.

> Grantees or subgrantees recipients entering into contract for construction, alteration, or repair of any public building or public work project subject to the prohibitions described in this Notice shall include the following provision in all such contracts:

Restriction on Public Building and Public Works Projects.

Definitions.

"Component" as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Product", as used in this clause, means construction materials - i.e. articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product BROWARD COUNTY will consider a product as product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mine, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

"Contractor or subcontractor of a foreign country", as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

1. If 50 percent or more of the contractor or subcontractor is owned by a citizen or national of the foreign country;

2. If the title of 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

4. If 50 percent of more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.

4. In the case or partnership, if any general partner is a citizen of the foreign country;

5. In the case of a corporation, if its president or other chief executive officer or the chairman or its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizen of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

6. In the case of a contractor or subcontractor who is a joint venture, if any participation firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

_____ _____

Contractor Signature Date

(a) Restrictions

The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firm published by the United States Trade Representation (See Paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. forms published by the USTR.

(b) USTR List

The USTR published a list in the Federal Register in accordance with section 109(c) of publication L 100-202 where countries can be added or deleted.

(c) Certification

The Contractor may rely upon the certification of a prospective subcontractor that is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contractor are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(d) Subcontracts

The Contractor shall incorporate this clause, modified only for the purpose of property identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

For additional information see Federal Register Vol.53, No. 53, No. 116, Pages 22569-22573.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids or prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

CERTIFICATION BY BIDDER

BIDDER'S NAME:_____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes_____ No_____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes_____ No_____

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes_____No_____

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

_____ _____

Name of Prime Contractor Project No. /Project Name

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids of prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHLL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes_____ No _____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

5. If answer to any item is "No", please explain in detail below or attach a piece of paper if needed.

Certification – The information above is true and complete to the best of my knowledge and belief.

_____

Print Name

_____ _____

Signature Date

SECTION 3 REQUIREMENTS

I. ASSURANCE STATEMENT

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance.

II. AFFIRMATIVE ACTION PLAN for UTILIZATION OF PROJECT AREA BUSINESS

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

(a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project.

(b) Analyze the information set forth in paragraph (a) and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) and <u>set forth a goal or target number and estimated dollar amount to be awarded to the eligible businesses and entrepreneurs</u> within each category over the duration of the Section 3 covered project.

(c) Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions:

(1) Insertion in bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor letting the contract; and

(2) Identification within the bid documents, if any, of the applicable Section 3 project area.

(3) Ensuring that the appropriate business concerns are notified of pending Contractual opportunities either personally or through locally utilized media. (See attached Section 135.70 excerpt).

III. BIDDING AND NEGOTIATION REQUIREMENTS

Every applicant and recipient shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known, where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

When a bidding procedure is used to let the contract, the invitation or Solicitation for bids shall advise prospective contractors of the requirements of these regulations.

Plan for utilization of project area business should be inserted in the bid documents by applicant, recipient and contractors. The recipient must have indicated therein that Section 3 applies to the project and what is expected of them. All contractors who bid a job must show in their bid what they will do to implement Section 3. They must in the bid commit themselves to a goal and show what they intend to do to reach that goal. When the bids are opened, they must be evaluated in terms of the bidders' responsiveness to Section 3. A bid which lacks a commitment to Section 3 or which lacks a goal or plan to reach a goal may be judged nonresponsive.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause and Assurance of Compliance are made a part of all contracts.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible business and entrepreneurs within category over the duration of the Section 3 covered project.

IV. UTILIZATION OF LOWER INCOME RESIDENTS AS TRAINEES & EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall make a good faith effort to fill all vacant training and occupational category positions with lower income project area residents.

BIDDER'S INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968.

2. The Bidder estimates that there will be _____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semi-skilled, unskilled, labor and trainees) by category.

3. Of these new employees, the Bidder plans to hire at least ____% (percent) from the Section 3 Covered Area (Broward County).

I, _____(please print), as an Authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract, Broward County Community Development Division will monitor the project to assure compliance with this plan.

Company Name: _____

Business Address: _____

_____
Employer Federal ID #

_____ _____
Printed Name **Signature**

_____
Date

BROWARD COUNTY SECTION 3 FORM

Name of Project: _____

Amount of Contract: $ _____

Prime Contractor: _____

Address: _____

Will you hire new employees as a result of this contract? Yes [ ] No [ ]

Background:

Section 3 of the Housing and Community Development ct of 1968, as amended, requires that when employment or contract opportunities are generated because of a project or activity undertaken by a recipient or HUD financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts for the work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low-income persons in their recruitment and solicitation efforts, but that, in fact, extra or greater efforts be undertaken to these persons aware of the existence of economic opportunities, encourage their application for these opportunities, and facilitate the employment or, or award of contract to these persons.

A Section 3 resident is defined as:

- A public housing resident: or
- An individual who resides in the metropolitan county in which the Section 3 covered assistance is expended and who is: (1) a low-income person; or (ii) a very low-income person

Check all that apply (you must check at least one (1) of the following):

Refer to the Income Limits Chart for Broward County below to determine if your total household income is at or below the low-income limit depending upon the total number of persons residing in the household.

☐ Your business is at least 51% or more owned by Section 3 residents.

☐ At least 30% of your permanent, full-time workforce employees are comprises of current Section 3 residents.

☐ At least 30% of your permanent, full-time workforce employees who within the 3 years of employment with your business were Section 3 residents.

☐ Your business will provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which meet the above qualifications.

☐ My business does not meet any of the above qualifications and I cannot commit to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which do meet the above qualifications.

2015 INCOME CATEGORY CHART FOR BROWARD COUNTY, FLORIDA, effective March 6, 2015

Family Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income 50% of median	$24,200	$27,650	$31,100	$34,550	$37,350	$40,100	$42,850	$45,650
Low Income 80% of median	$38,750	$44,250	$49,800	$55,300	$59,750	$64,150	$68,600	$73,000

MONTHLY SECTION 3 COMPLIANCE REPORT

CONTRACTOR: _____

SUBCONTRACTOR: _____
(If applicable)

PROJECT NAME: _____

for the MONTH of _____, Year _____

This report is required of all contractors/subcontractors having contracts which are funded in whole or in part with Community Development Block Grant funds. This report must be submitted to the Broward County Community Development Division no later than ten (10) days after the end if the reported month.

Please answer the following questions accurately and completely:

1. How many new employees were hired to work on this project during the month? _____

2. Of those hired during the month, how many were residents of the Section 3 Covered Area (Broward County)? _____

I, _____ (please print), do hereby certify that the above information is true and correct. I further certify that we have been informed of and understand our responsibilities in utilizing Section 3 Covered Area businesses and residents during performance of our contract.

_____
Date

_____
Signature & Title

SECTION 3
ELIGIBLE JOBS AVAILABILITY FORM

_____ _____ _____
(Name of Contractor) (Contract No.) (Location)

Available Entry Level Jobs	Salary Level	Maximum Duration of Employment
1.		
2.		
3.		

The undersigned agrees to accept referrals from Workforce One and to interview referrals for the above-designated positions.

(If incorporated sign here)

ATTEST

_____
CONTRACTOR

_____ By_____
Secretary

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

_____
CONTRACTOR

_____

_____ By_____

SECTION 3
UNAVAILABILITY CERTIFICATION

I, _____, _____
(Title)

of _____
(Prime Contractor)

Certify that the undersigned does not have any entry-level jobs available. However, should such jobs become available during the project period, the undersigned agrees to accept referrals from Workforce One to interview these referrals for the available positions.

(If incorporated sign here)

ATTEST

_____
CONTRACTOR

_____
Secretary

By _____

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

_____
CONTRACTOR

_____

_____

By _____

FLORIDA STATUTES

Title XLI Statute of Frauds, Fraudulent Transfers, And General Assignments Chapter 725
Unenforceable Contracts View Entire Chapter

725.06 Construction contracts; limitation on indemnification

Any portion of any agreement or contract for or in connection with, or and guarantees of or in connection with, any construction, alteration, repair, or demolition of a building, structure , appurtenance, or appliance, including moving and excavating associated therewith, between an owner of real property and an architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman or an combination thereof wherein any party referred to herein promises to indemnify or hold harmless the other party to the agreement, contract , or guarantee for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the indemnitee arising from the contract or its performance, shall be void and unenforceable unless the contract contains a monetary limitation on the extent of the indemnification that hears a reasonable commercial relationship to the contract and is part of the project specifications or bid documents, if any. Notwithstanding the foregoing, the monetary limitation on the extent of the indemnification provided to the owner of real property by any party in privity of contract with such owner shall not be less than $1 million per occurrence, unless otherwise agreed by the parties. Indemnification provisions in any such agreements, contracts, or guarantees may not require that the indemnitor indemnify the indemnitee for damages to persons or property caused in whole or in part by ay act, omission, or default of a party other than:

(a) The indemnitor;

(b) Any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees; or

(c) The indemnitee or its officers, directors, agents, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents or any tier of their respective employees.

(2) A construction contract for a public agency or I connection with a public agency's project may require a party to that contract to indemnify and hold harmless the other party to the contract, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(A) A Certification of Nonsegregated Facilities, as requested by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. A certification form is enclosed with the Bid Proposal Form and should be submitted with each CONTRACTPOR'S BID, but must be submitted prior to award.

(B) CONTRACTORS receiving federally assisted Construction Contract awards exceeding $10,000.00 which are not exempt from the provision of the Equal Opportunity clause will be required to provide for the forwarding of the following Notice to Prospective Subcontractors for supplies and construction contracts where the subcontracts exceed $10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) Certification of Nonsegregated Facilities, as required by the May 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) CONTRACTORS receiving subcontract awards exceeding $10,000.00 which are not exempt from the provision of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

(c) A Certification for regarding Equal Employment Opportunity is also enclosed with the Bid Proposal Form and should be submitted by the CONTRACTOR with his bid, but must be submitted prior to award.

(d) The Notice to Labor Unions on the following page shall be forwarded by the CONTRACTOR in accordance with Paragraph 3 of Nondiscrimination Provisions to be included in Federally Assisted Construction Contracts.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439 May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____ _____

Signature of Bid
Prospective Contractor

_____

ADDRESS (including zip code)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with

_____
(Name of Applicant)

Involving funds or credit of the U.S. Government of (a) subcontract (s) with prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and In accordance with Executive Order 11246, dated September 4, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____

_____

_____
(Contractor or Subcontractor)

_____
(Date)

LABOR REQUIREMENTS (Applicable to all Prime and Sub-contractors)

Grantees must comply with certain regulations on wage and labor standards. In the case of Davis-Bacon and the Contract Work Hours and Safety Standards Acts, every construction (in the case of residential construction, projects with eight or more units) triggers the requirements.

- Davis-Bacon and Related Acts (40 USC 276(a)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance, and excludes from wage requirements apprentices enrolled in bona fide apprenticeship programs.

- Contract Work House and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe an health working conditions.

- Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it a criminal offense to induce anyone employed on a Federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

- Fair Labor Standards Act of 1938. As Amended (26 USC 201.et.seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

Responsibility of the Prime Contractor

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or the Department of Labor.

29 CFR 1.6 - Use and effectiveness of wage determinations.

Section Number: 1.6
Section Name: Use and effectiveness of wage determinations.

(a)(1) Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If such a wage determination is not used in the period of its effectiveness it is void. Accordingly, if it appears that a wage determination may expire between bid opening and contract award (or between initial endorsement under the National Housing Act or the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937, and the start of construction) the agency shall request a new wage determination sufficiently in advance of the bid opening to assure receipt prior thereto. However, when due to unavoidable circumstances a determination expires before award but after bid opening (or before the start of construction, but after initial endorsement under the National Housing Act, or before the start of construction but after the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937), the head of the agency or his or her designee may request the Administrator to extend the expiration date of the wage determination in the bid specifications instead of issuing a new wage determination. Such request shall be supported by a written finding, which shall include a brief statement of the factual support, that the extension of the expiration date of the determination is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all of the circumstances, including an examination to determine if the previously issued rates remain prevailing. If the request for extension is denied, the Administrator will proceed to issue a new wage determination for the project.

(2) General wage determinations issued pursuant to Sec. 1.5(b), notice of which is published in the Federal Register, shall contain no expiration date.

(b) Contracting agencies are responsible for insuring that only the appropriate wage determination(s) are incorporated in bid solicitations and contract specifications and for designating specifically the work to which such wage determinations will apply. Any question regarding application of wage rate schedules shall be referred to the Administrator, who shall give foremost consideration to area practice in resolving the question.

(c)(1) Project and general wage determinations may be modified from time to time to keep them current. A modification may specify only the items being changed, or may be in the form of a supersede wage determination, which replaces the entire wage determination. Such actions are distinguished from a determination by the Administrator under paragraphs (d), (e) and (f) of this section that an erroneous wage determination has been issued or that the wrong wage determination or wage rate schedule has been utilized by the agency.

(2)(i) All actions modifying a project wage determination received by the agency before contract award (or the start of construction where there is no contract award) shall be effective except as follows:
(A) In the case of contracts entered into pursuant to competitive bidding procedures, modifications received by the agency less than 10 days before the opening of bids shall be effective unless the agency finds that there is not a reasonable time still available before bid opening, to notify bidders of the modification and a report of the finding is inserted in the contract file. A copy of such report shall be made available to the Administrator upon request. No such report shall be required if the modification- is received after bid opening.

(B) In the case of projects assisted under the National Housing Act, modifications shall be effective if received prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.

(C) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, modifications shall be effective if received prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is executed, whichever occurs first.

(ii) Modifications to project wage determinations and supersede wage determinations shall not be effective after contract award (or after the beginning of construction where there is no contract award).

(iii) Actual written notice of a modification shall constitute receipt.

(3) All actions modifying a general wage determination shall be effective with respect to any project to which the determination applies, if notice of such actions is published before contract award (or the start of construction where there is no contract award), except as follows:

(i) In the case of contracts entered into pursuant to competitive bidding procedures, a modification, notice of which is published less than 10 days before the opening of bids, shall be effective unless the agency finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file. A copy of such report shall be made available to the Administrator upon request. No such report shall be required if notice of the modification is published after bid opening.

(ii) In the case of projects assisted under the National Housing Act, a modification shall be effective if notice of such modification is published prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.

(iii) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, a modification shall be effective if notice of such modification is published prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is signed, whichever occurs first.

(iv) If under paragraph (c) (3) (i) of this section the contract has not been awarded within 90 days after bid opening, or if under paragraph
(c)(3)(ii) or (iii) of this section construction has not begun within 90 days after initial endorsement or the signing of the agreement to enter into a housing assistance payments contract, any modification, notice of which is published in the Federal Register prior to award of the contract or the beginning of construction, as appropriate, shall be effective with respect to that contract unless the head of the agency or his or her designee requests and obtains an extension of the 90-day period from the Administrator. Such request shall be supported by a written finding, which shall include a brief statement of the factual support, that the extension is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all the circumstances.

(v) A modification to a general wage determination is "published" within the meaning of this section on the date of publication of notice of such modification in the Federal Register, or on the date the agency receives actual written notice of the modification from the Department of Labor, whichever occurs first.

(vi) A supersede wage determination or a modification to an applicable general wage determination, notice of which is published after contract award (or after the beginning of construction where there is no contract award) shall not be effective.

(d) Upon his/her own initiative or at the request of an agency, the Administrator may correct any wage determination, without regard to paragraph (c) of this section, whenever the Administrator finds such a wage determination contains clerical errors. Such corrections shall be included in any bid specifications containing the wage determination, or in any on-going contract containing the wage determination in question, retroactively to the start of construction.

(e) Written notification by the Department of Labor prior to the award of a contract (or the start of construction under the National Housing Act, under section 8 of the U.S. Housing Act of 1937, or where there is no contract award) that: (1) There is included in the bidding documents or solicitation the wrong wage determination or the wrong schedule or that (2) a wage determination is withdrawn by the Department of Labor as a result of a decision by the Administrative Review Board, shall be effective immediately without regard to paragraph (c) of this section.

(f) The Administrator may issue a wage determination after contract award or after the beginning of construction if the agency has failed to incorporate a wage determination in a contract required to contain prevailing wage rates determined in accordance with the Davis Bacon Act, or has used a wage determination which by its terms or the provisions of this part clearly does not apply to the contract. Further, the Administrator may issue a wage determination which shall be applicable to a contract after contract award or after the beginning of construction when it is found that the wrong wage determination has been incorporated in the contract because of an inaccurate description of the project or its location in the agency's request for the wage

determination. Under any of the above circumstances, the agency shall either terminate and resolicit the contract with the valid wage determination, or incorporate the valid wage determination retroactive to the beginning of construction through supplemental agreement or through change order, Provided That the contractor is compensated for any increases in wages resulting from such change. The method of incorporation of the valid wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable procurement law.

(g) If Federal funding or assistance under a statute requiring payment of wages determined in accordance with the Davis-Bacon Act is not approved prior to contract award (or the beginning of construction where there is no contract award), the agency shall request a wage determination prior to approval of such funds. Such a wage determination shall be issued based upon the wages and fringe benefits found to be prevailing on the date of award or the beginning of construction (under the National Housing Act, under section 8 of the U.S. Housing Act of 1937 or where there is no contract award), as appropriate, and shall be incorporated in the contract specifications retroactively to that date, Provided, That upon the request of the head of the agency in individual cases the Administrator may issue such a wage determination to be effective on the date of approval of Federal funds or assistance whenever the Administrator finds that it is necessary and proper in the public interest to prevent injustice or undue hardship, Provided further That the Administrator finds no evidence of intent to apply for Federal funding or assistance prior to contract award or the start of construction, as appropriate. [48 FR 19533, Apr. 29, 1983, as amended at 50 FR 49823, Dec. 4, 1985]

WAGE DETERMINATION(S) ASSIGNED TO THIS PROJECT:

(Insert Wage Determination(s)

General Decision Number: FL150203 01/02/2015 FL203

Superseded General Decision Number: FL20140203

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUFL2013-021 08/19/2013

	Rates		Fringes	
CARPENTER	$ 16.05	+	0.00	= $16.05
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.31	+	0.00	= $15.31
ELECTRICIAN	$ 22.15	+	0.00	= $22.15
FENCE ERECTOR	$ 12.82	+	0.00	= $12.82
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.75	+	0.00	= $15.75
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	+	0.00	= $12.13
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.94	+	0.00	= $11.94
INSTALLER - GUARDRAIL	$ 12.37	+	0.00	= $12.37
IRONWORKER, ORNAMENTAL	$ 13.48	+	0.00	= $13.48
IRONWORKER, REINFORCING	$ 16.84	+	0.00	= $16.84
IRONWORKER, STRUCTURAL	$ 16.42	+	0.00	= $16.42

LABORER (Traffic Control

Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)	$ 11.57	+	0.00	= $11.57
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 11.84	+	0.00	= $11.84
LABORER: Common or General	$ 10.76	+	0.00	= $10.76
LABORER: Flagger	$ 12.53	+	0.00	= $12.53
LABORER: Grade Checker	$ 12.41	+	0.00	= $12.41
LABORER: Landscape & Irrigation	$ 9.12	+	0.00	= $ 9.12
LABORER: Mason Tender - Cement/Concrete	$ 13.91	+	3.50	= $17.41
LABORER: Pipelayer	$ 14.61	+	0.00	= $14.61
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.43	+	0.00	= $15.43
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	+	0.00	= $12.88
OPERATOR: Boom	$ 18.50	+	0.00	= $18.50
OPERATOR: Boring Machine	$ 17.33	+	0.00	= $ 17.33
OPERATOR: Broom/Sweeper	$ 13.41	+	0.00	= $ 13.41
OPERATOR: Bulldozer	$ 17.07	+	0.00	= $ 17.07
OPERATOR: Concrete Finishing Machine	$ 15.44	+	0.00	= $15.44
OPERATOR: Concrete Saw	$ 13.76	+	0.00	= $13.76
OPERATOR: Crane	$ 19.14	+	0.00	= $19.14
OPERATOR: Curb Machine	$ 21.33	+	0.00	= $21.33
OPERATOR: Distributor	$ 13.13	+	0.00	= $13.13
OPERATOR: Drill	$ 14.78	+	0.00	= $ 14.78
OPERATOR: Forklift	$ 16.32	+	0.00	= $16.32
OPERATOR: Gradall	$ 14.71	+	0.00	= $ 14.71
OPERATOR: Grader/Blade	$ 18.98	+	0.00	= $18.98
OPERATOR: Loader	$ 13.84	+	0.00	= $ 13.84
OPERATOR: Mechanic	$ 18.03	+	0.00	= $ 18.03
OPERATOR: Milling Machine	$ 14.89	+	0.00	= $14.89

OPERATOR: Oiler	$ 16.32	+	0.00	= $16.32
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 14.34	+	0.00	= $14.34
OPERATOR: Piledriver	$ 17.23	+	0.00	= $17.23
OPERATOR: Post Driver (Guardrail/Fences)	$ 13.71	+	0.00	= $13.71
OPERATOR: Roller	$ 13.10	+	0.00	= $13.10
OPERATOR: Scraper	$ 12.01	+	0.00	= $12.01
OPERATOR: Screed	$ 14.85	+	0.00	= $14.85
OPERATOR: Tractor	$ 12.62	+	0.00	= $12.62
OPERATOR: Trencher	$ 14.58	+	0.00	= $14.58
PAINTER: Spray	$ 16.52	+	0.00	= $16.52
SIGN ERECTOR	$ 14.23	+	0.00	= $14.23
TRAFFIC SIGNALIZATION: Traffic Signal Installation	$ 14.74	+	0.00	= $14.74
TRUCK DRIVER: Distributor Truck	$ 14.96	+	2.17	= $17.13
TRUCK DRIVER: Dump Truck	$ 11.71	+	0.00	= $11.71
TRUCK DRIVER: Flatbed Truck	$ 14.28	+	0.00	= $14.28
TRUCK DRIVER: Lowboy Truck	$ 14.06	+	0.00	= $14.06
TRUCK DRIVER: Slurry Truck	$ 11.96	+	0.00	= $11.96
TRUCK DRIVER: Vactor Truck	$ 14.21	+	0.00	= $14.21
TRUCK DRIVER: Water Truck	$ 13.22	+	0.00	= $13.22

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

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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) (ii)).

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.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

County Business Enterprise

COUNTY has established a policy relating to County Business Enterprise ("CBE") Program participation in all COUNTY Contracts. Although this Agreement does not have assigned CBE Goals or Sheltered Market participation, CONTRACTOR is encouraged to utilize local County business enterprises, where applicable.

COUNTY and CONTRACTOR agree that contractor and vendor awards to CBE are crucial to the achievement of COUNTY's CBE participation objectives. In an effort to assist COUNTY in achieving its objectives for CBE, CONTRACTOR agrees to make a good faith effort to incorporate CBE participation.

If interested in locating a small business or becoming a small business under the County's program contact Broward County Small Business Development Division at:

115 South Andrews Ave – Room A640
Fort Lauderdale, FL 33301
Phone: 954-357-6400
Fax: 954-357-6010

Or visit the website: www.broward.org/smallbusiness

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name	Project Name
Title	Project Number
Firm	
Street Address	
City, State, Zip	

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this document, 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.

(2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name	Local Government
Title	CDBG Contract Number
Firm	
Street Address	
City, State, Zip	
Date	

APPENDIX II

CERTIFIED PAYROLL, STATEMENT OF COMPLIANCE & Instructions

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

OMB No. 1215-0149
Expires 06-30-88

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR _____ OR SUBCONTRACTOR _____																			ADDRESS	
PAYROLL NO.				FOR WEEK ENDING															PROJECT AND LOCATION	PROJECT OR CONTRACT NO
(1) NAME, ADDRESS, AND Last 4 digits of SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND TIME							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS							(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
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FORM WH-347 (1/68) - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

I, _____,

_____

(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by_____ on the

(Contractor or subcontractor)

_____ ; that during the

(Building or work)

payroll period commencing on the _____day of _____, _____, and ending the ____ day of _____, ___, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made wither directly or indirectly to or on behalf of said

_____

(Contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been made wither directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat, 948, 63 Stat. 108, 72 State 967; 76 State 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are no less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

--In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

--Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

c. EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. DEPARTMENT OF LABOR
Wage and Hour Division
INSTRUCTIONS FOR COMPLETING THE PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A) as to payrolls submitted in connection with contracts subject to the Davis-bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing in the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll of payment to others of fringes required by the contract and not paid as cash on lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firms name and check appropriate box.
Address: Fill in you firm's address.

Column 1 - **Name, Address, and Social Security number of Employee:** The employee's full name and Social Security number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

Column 2 - **Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, parts 3 and 5.

Column 3 - **Work Classifications:** List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specification. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - **Hours Worked:** On all contracts subject to the Contract Work Hours and Safety Standard Act enter as overtime hours all hours worked in excess of 40 hours a week. (Section 1241(a), Public Law 99-145 (99 Stat. 734) eliminated language applying the statutory overtime requirements to a workday of eight hours, effective January 1, 1986.)

Column 5 - **Total:** Self-explanatory.

Column 6 - **Rate of Pay, including Fringe Benefits:** In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, e.g., $5.00/.50. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees just as has always been done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate payment of approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee and insert the straight time hourly rate column of the payroll, an amount not less than the predetermined rate of each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash and paid in lieu of fringes, the overtime rate shall not be less than the sum of the basic predetermined rate, plus the half-time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate payment of fringe benefits in cash directly to the employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions
Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show the payment to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or federally assisted project an amount not less than the predetermined rate plus cash in lieu if fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - **Gross Amount Earned:** Enter gross amount earned on this project. If part of the employee's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or federally assisted project and then the gross amount earned during the week on all projects.

Column 8 - **Deductions:** Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR Part 3. If the employee worked on other jobs in addition to this project, show actual deductions for the weekly gross wage, but indicate that deductions are based on the gross wages.

Column 9 - **Net Wages Paid for Week:** self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 U.S.C. 1001, namely, possible imprisonment for 5 years or $10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing deductions made. If all deductions made are adequately described in the "Deduction" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling our paragraph 4 of the statement.

Form WH - 347 Inst. Rev. Sept. 1987

APPENDIX I

FEDERAL LABOR STANDARDS PROVISIONS

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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 I 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 reasonable 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 included 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 Part 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 Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at al times by the contractor and its subcontractors at the site of the work in a prominent and accessible [lace 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 therefore 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 send 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 ratr (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 if Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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 (or under the United Stares Housing Act of 1937, or under the Housing act of 1949, in the construction or development of the project). 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 12215-0017).

9II) (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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1). U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (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 maintained under 29 CFR Part 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 Compliance" required by paragraph A.3(ii)(b) of this section.

(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 paragraph A.3.(i) of this section 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 Part 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 shll not be greater than the ratio permitted to the contractor as t 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 journeyman's 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. In 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(iii) 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's 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 not 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 this part 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 r subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designed may by appropriate instructions require, 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 29 CFR Part 5.5

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR Part 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 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)(i) 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 5.129a)(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 1, 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 nor 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 of 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 House and Safety Standards Act. 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 work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forth yours in such work week unless such laborer or mechanic receives compensation at a rate note less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the vent 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 of permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (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 of 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 of subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (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 for lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(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.

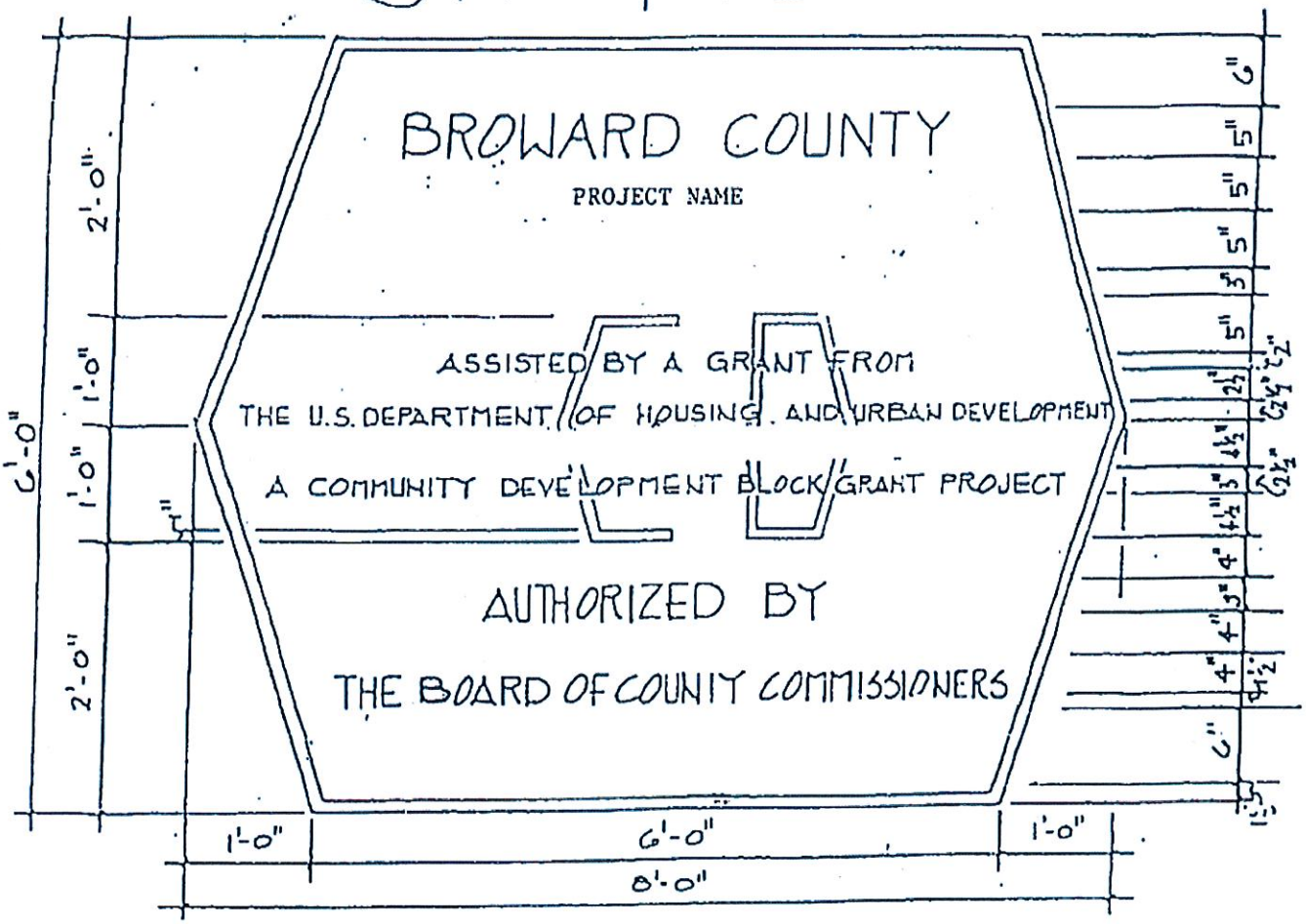
(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work House and Safety Standards Act (Public Law 91-54, 83 Stat 96.

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

PROJECT SIGN:

Contractor shall furnished and erect a sign at the project site. The sign shall be made of 3/4 inch plywood, substantially in accordance with the drawings on next page. Sign shall be placed in a prominent location and maintained in good condition until completion of the project

Sample



COMMUNITY DEVELOPMENT SIGN

SCALE: 3/4" = 1'-0"

COLORS: BACKGROUND - EGG SHELL (OFF-WHITE) BORDER AND "C" & "D" DARK GREEN LETTERING - NAVY BL