

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Agency: Aspire Health Partners

Project Name: Kassab Plaza Emergency Back-Up Power Initiative

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

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

(ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics

Previous editions are obsolete

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HUD-4010 (06/2009) ref. Handbook 1344.1

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includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her

correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or

subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

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apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined

rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a

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Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in 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 or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

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

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

**SPECIAL PROVISIONS
C.D.B.G. PROJECT**

ARTICLE 1 - FEDERAL WAGE RATE SCHEDULE

Davis Bacon Act (40 U.S.C. 276-A-5):

All mechanics and laborers employed or working directly upon the site will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as permitted by the Copeland Act), full amounts due at time of payment, computed at wage rates not less than those contained in the wage rates determination decision of the Secretary of Labor, and hereby made a part of this Contract, regardless of any contractual relationship which may be alleged to exist between CONTRACTOR, subcontractor and such laborers or mechanics; and a copy of the wage determination decision shall be posted by the CONTRACTOR at the site of work in a prominent place where it can be easily viewed by the workers.

**SPECIAL PROVISIONS
C.D.B.G. PROJECT**

DAVIS-BACON WAGE DETERMINATION

General Decision Number: FL190218 02/01/2019 FL218

Superseded General Decision Number: FL20180263

State: Florida

Construction Type: Building

County: Orange County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/04/2019 |
| 1 | 02/01/2019 |

ASBE0067-003 01/01/2018

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 27.89 | 15.19 |

CARP1905-003 06/01/2017

| Rates | Fringes |
|-------|---------|
|-------|---------|

**SPECIAL PROVISIONS
C.D.B.G. PROJECT**

CARPENTER (Includes Form Work)...\$ 22.65 9.85

* ELEV0139-002 01/01/2019

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 42.72 | 33.705 |

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-022 07/01/2016

| | Rates | Fringes |
|-------------------------|----------|---------|
| OPERATOR: Forklift..... | \$ 23.25 | 9.20 |
| OPERATOR: Mechanic..... | \$ 32.05 | 9.20 |
| OPERATOR: Oiler..... | \$ 23.50 | 9.20 |

ENGI0673-016 05/01/2016

| | Rates | Fringes |
|------------------------------|----------|---------|
| OPERATOR: Crane | | |
| Gantry Crane; Bridge Crane.. | \$ 26.09 | 13.00 |
| Tower Crane; Crawler | | |
| Crane; Truck Crane; Hydro | | |
| Crane..... | \$ 28.25 | 13.00 |

IRON0402-001 10/01/2018

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 23.69 | 12.70 |

* SFFL0821-004 01/01/2019

| | Rates | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 28.38 | 19.44 |

SHEE0015-006 07/01/2014

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

**SPECIAL PROVISIONS
C.D.B.G. PROJECT**

SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 18.00 11.76

SUFL2014-027 08/16/2016

| | Rates | Fringes |
|--|-------|---------|
| CEMENT MASON/CONCRETE FINISHER...\$ 19.39 | 19.39 | 0.00 |
| ELECTRICIAN, Includes Low Voltage Wiring.....\$ 19.58 | 19.58 | 6.39 |
| IRONWORKER, REINFORCING.....\$ 22.81 | 22.81 | 11.58 |
| IRONWORKER, STRUCTURAL.....\$ 17.92 | 17.92 | 0.00 |
| LABORER: Common or General, Including Cement Mason Tending and Pipelaying.....\$ 13.59 | 13.59 | 4.28 |
| OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 18.69 | 18.69 | 3.27 |
| OPERATOR: Bulldozer.....\$ 15.40 | 15.40 | 1.90 |
| OPERATOR: Grader/Blade.....\$ 18.97 | 18.97 | 0.00 |
| OPERATOR: Loader.....\$ 17.83 | 17.83 | 0.00 |
| OPERATOR: Roller.....\$ 14.43 | 14.43 | 4.78 |
| PAINTER: Brush, Roller and Spray.....\$ 13.22 | 13.22 | 0.00 |
| PIPEFITTER, Includes HVAC Pipe and Unit Installation.....\$ 22.29 | 22.29 | 7.72 |
| PLUMBER.....\$ 19.42 | 19.42 | 0.00 |
| ROOFER.....\$ 17.60 | 17.60 | 1.39 |
| TILE SETTER.....\$ 17.25 | 17.25 | 1.74 |
| TRUCK DRIVER: Dump Truck.....\$ 12.95 | 12.95 | 2.28 |
| TRUCK DRIVER: Lowboy Truck.....\$ 14.24 | 14.24 | 0.00 |

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

SPECIAL PROVISIONS C.D.B.G. PROJECT

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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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.

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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.

=====

END OF GENERAL DECISION

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ARTICLE 2 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE ARTICLE 3 - AFFIRMATIVE ACTION

- A. Eligibility for employment. Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

- B. Greatest extent possible means the efforts undertaken to obtain section 3 resident or business participation in a contract, and shall include, but not be limited to the following actions:
 - (1) Advertisement in a newspaper of general circulation to include minority owned trade, business or geographically centered publications. Proof of advertisement or publication shall be documented.
 - (2) Attempt to recruit from the service area or PHA the necessary number of section 3 residents through local advertising, posters placed at the project site, community organizations, and other public and private institutions operating within the service area.
 - (3) Forward to OCHCD a list of all Section 3 residents and /or businesses who have applied on their own or on referral from any source, and employ such persons if other wise eligible and/or qualified and if a vacancy exists. If no vacancy exists, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.
 - (4) The selected contractor shall provide OCHCD with the specific number of section 3 residents to be trained or employed.

- C. The Owner hereby includes in this document and further requires the CONTRACTOR to include as part of any related subcontract the following "Section 3 Clause."
 - 1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - 2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - 3. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - 4. The CONTRACTOR will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - 5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or

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recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONTRACTORS and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

- D. Prior to contract execution, the CONTRACTOR will provide a preliminary State of Work Force Needs, listing same as skilled, unskilled, semiskilled, and trainee by category indicating classifications to be employed and those currently employed. Contract and, by his specific stipulation, all subcontractors, agree to utilize lower income project area residents as trainees and employees to the greatest extent feasible; "lower income project area resident" being defined as any individual who resides in the project area and whose family income does not exceed 90% of the project area median.
- E. Prior to contract execution, the CONTRACTOR will submit an Affirmative Action Plan which will:
 - 1. Set forth the approximate dollar value of and identify all subcontracts to be awarded
 - 2. Set forth a goal or target number and dollar amount to be awarded eligible project area businesses
 - 3. Outline anticipated steps to be taken to achieve said goal
- F. For the purpose of this section, "project area" is defined as being coextensive with the geographic boundaries of Orange County, said area being the smallest political jurisdiction of those participating equipped to administer projects included in the County's Community Development Block Grant program. Submittals will be reviewed by the Labor Relations Specialist for adequacy and contract execution may be postponed pending necessary revision of submittals.

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ARTICLE 4 – SECTION 3 CLAUSE

SECTION 3 CLAUSE

(24 CFR 135.38)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance and HUD—assisted projects covered by section 3, shall, to the greatest extent possible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 2 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment will be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- H. **Section 3 business concern** means a business concern, as defined in this section—
- (1) That is 51 percent or more owned by section 3 residents;
- or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents;

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or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

A Section 3 Resident, as defined in this section—

(1) Section 3 residents are:

Public housing residents

Low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

(2) A low-income person is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(3) A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

INCOME LIMITS FY 2018: Orlando-Kissimmee-Sanford, FL MSA MFI: \$62,900

| PROGRAM | 1 PERSON | 2 PERSON | 3 PERSON | 4 PERSON | 5 PERSON | 6 PERSON | 7 PERSON | 8 PERSON |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| LOW- INCOME | 35,800 | 40,900 | 46,000 | 51,100 | 55,200 | 59,300 | 63,400 | 67,500 |

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet based service that allows for simple, accurate and compliant reporting of labor information required by the federal grants that will be funding this project. Rather than submitting paper reports the CONTRACTOR and ALL TIERED SUBCONTRACTORS will input information on LCPtracker’s web based forms. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

Special Note: Paper format may still be required for non-federal reporting (i.e. reporting related to the County’s purchasing policy, monitoring requirements, etc.)

CONTRACTORS AND ALL TIERED SUBCONTRACTORS should anticipate utilizing the no cost self-paced training videos located on LCPtracker’s website. Orange County staff will also be available to provide ongoing technical support as needed.

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ASSURANCE OF COMPLIANCE (SECTION 3 HUD ACT OF 1968)

**TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES
FOR BUSINESSES AND LOWER INCOME PERSONS**

- A. The project assisted under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. Notwithstanding any other provision of this agreement, the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this agreement. The requirements of said regulations include but are not limited to development and implementation of a Section 3 plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; to the greatest extent feasible meeting the minimum numerical goals as set forth at 24 CER part 135.30; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Part 135 of the regulations of all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant)/(recipient) its successors and assigns. Failure to fulfill these requirements shall subject the (applicant)/(recipient) contractor and subcontractors, its successors and assigns to the sanctions specified by this agreement, and to such sanctions as are specified by 24 CFR Part 135.

The CONTRACTOR is encouraged to utilize Blueprint, a City of Orlando Employment office (407 -246 -3721) or Orange County Public Schools in providing job training opportunities.

Date

Contractor

Address

Authorized Signature

Print Name

Title

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SAMPLE FORMAT FOR CONTRACTOR'S SECTION 3 PROGRAM

To: Housing and Community Development Division
525 E South St., Orlando, FL

Subject: Section 3 Program

Company _____

Project _____

Bid Number _____ Date _____

Location _____

I. Utilization Plan for Lower Income Area Residents as Trainees

For building construction occupations:

| | |
|-----------|--------|
| Trainees | Number |
| Job Title | Needed |

For non-construction occupations:

| | |
|-----------|--------|
| Trainees | Number |
| Job Title | Needed |

II. Utilization Plan for Lower Income Area Residents as Employees

| | Employees Title | Number Needed | Number Available | Goal for Section 3 New Hires |
|----------------|-----------------|---------------|------------------|------------------------------|
| Skilled: | | | | |
| Superintendent | | | | |
| Foreman | | | | |
| Clerical | | | | |
| Operators | | | | |
| Semiskilled: | | | | |
| Apprentices | | | | |
| Unskilled: | | | | |
| Laborers | | | | |

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III. Utilization Plan for Businesses Located in the Project Area

| Subcontracts or Supplies | Dollar Amount | Eligible Business in Area? | | Dollar Goal for Eligible Business |
|--------------------------|---------------|----------------------------|----|-----------------------------------|
| | | Yes | No | |
| Clearing | | | | |
| Grading | | | | |
| Pipe | | | | |
| Fill Material | | | | |
| Concrete | | | | |

IV. Program to be followed in Accomplishing the Goals Outlined Above (use additional pages as necessary)

V. Participation in HUD Approved Programs Providing Training, Employment and/or Business Opportunities to Lower Income Persons and/or Business Concerns

_____ Yes. Please indicate program and participation.

_____ No.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

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SECTION 3 CLAUSE PROJECT CHECKLIST

A. Utilization of Lower Income Area Residents as Trainees

The contractor or subcontractor has:

1. _____ Provide indication of the number of trainees or apprentices for each occupation which can be reasonably utilized on each phase of the project:
 - _____ a. For the building construction occupations
 - _____ b. For the non-construction occupations

2. _____ Contractor/subcontractor indicated sources used in its attempt to recruit from the appropriate area, i.e.:
 - _____ a. Local advertising media
 - _____ b. Signs placed at project site
 - _____ c. Community organizations, for example:
 - _____ Urban League
 - _____ U.S. Employment Services
 - _____ Job Training Program Centers

3. _____ Maintained a list of all lower income area residents who have applied:
 - _____ a. Indicated on that list those whom contractor has employed
 - _____ b. Where no vacancies exist, listed applicants for first available vacancy

4. _____ Provided evidence, where vacant apprentice or trainee positions were filled immediately prior to undertaking work pursuant to a Section 3 covered project, that its actions were not an attempt to circumvent the regulations

B. Utilization of Lower Income Area Residents as Employees

The contractor or subcontractor has:

1. _____ Developed a list identifying the number of positions needed to, perform each phase of the Section 3 covered project, including:
 - a. Skilled labor
 - b. Semiskilled labor
 - c. Unskilled labor

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2. _____ Identified the positions listed in 1. a., b. and c., above which are currently occupied by regular, permanent employees
3. _____ Identified the positions listed in 1. a., b. and c., above which are not currently occupied by regular, permanent employees
4. _____ Established, of the positions mentioned in 3. above, a goal which is consistent with this section within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area
5. _____ Provided evidence of having made a good faith effort to fill all of the positions identified in 4. above with lower income project area residents, such as:
 - _____ a. Indicated sources used in its attempt to recruit from the appropriate areas the necessary number of lower income residents, i.e.:
 - _____ Local advertising media
 - _____ Signs placed at the proposed site for the project
 - _____ Urban League
 - _____ U.S. Employment Service
 - _____ Citizen Advisory Boards
 - _____ Job Training Program Centers
 - _____ b. Provided evidence, where vacant employment positions were filled prior to undertaking work pursuant to a Section 3 covered contract, that its actions were not an attempt to circumvent the regulations
 - _____ c. Maintained a list of all lower income area residents who have applied
 - _____ (1) Indicated on that list those whom contractor has employed
 - _____ (2) where no vacancies exist, listed applicants for first available vacancy

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C. Utilization of Businesses Located in or Owned in Substantial Part by Persons Residing in the Area

The contractor or subcontractor has:

1. _____ Indicated his intention to fulfill his obligations to utilized business concerns located within or owned in substantial part by persons residing in the Section 3 covered project area by developing and implementing a Section 3 plan.

2. _____ The Section 3 plan developed by the contractor/subcontractor contains the following:
 - _____ a. 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 in question

 - _____ b. A goal or target number and estimated dollar mount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project

 - _____ c. Outlines the anticipated program to be used to achieve the goals for each business and/or professional category identified. The program should include but not be limited to the following:
 - _____ (1) Insertion in the bid documents if any, of the Section 3 plan of the contractor or subcontractor letting the contract

 - _____ (2) Identification within the bid document of the applicable Section 3 project area

 - _____ d. Indicates the anticipated process/steps which have been taken and/or will be taken to secure the cooperation of contractors, subcontractors and unions in meeting the goals and carrying out the Section 3 plan developed

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_____ e. Includes evidence of steps taken to insure that the appropriate business concerns (Those not on the County's, the City's or HUD's list of debarred or suspended contractors) in the project area are notified or pending contractual opportunities either personally or through locally utilized media

_____ f. Steps to insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area

_____ g. Carefully evaluated the bidders' submission to determine whether the Section 3 plan proposed will accomplish the stated goals

_____ h. Provided evidence that a good faith effort has been made to implement its Section 3 plan, and attempted to recruit from the appropriate areas the necessary eligible business concerns through:

- _____ (1) Local advertising media
- _____ (2) Signs placed at the proposed site for the project
- _____ (3) Community organizations and public or private institutions operating within or serving the project area, such as:

- _____ Urban League
- _____ Concentrated Employment Program
- _____ U.S. Employment Services
- _____ Chamber of Commerce and any equivalent organizations in the Section 3 covered

project area

D. Participation in Approved Programs

A contractor may fulfill his obligation under items A-C above by presenting evidence that he is a cooperating participant in a federally assisted or other public program approved by the Department of Housing and Urban Development which provides training, employment, and/or business opportunities to lower income person and business concerns which meet the definition in 24 CER 135.5 (b) and (c).

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SECTION 3 RESIDENT PREFERENCE CLAIM FORM

(Contractor Name)

A Section 3 resident seeking the preference in training and employment as defined in the Section 3 regulation at 24 CFR Part 135, and inclusion on a Section 3 database of certified residents shall certify to the recipient, contractor or subcontractor, and submit evidence showing they meet the criteria of a Section 3 resident, (i.e. proof of public assistance or residency in a HUD or other federally assisted housing program).

| Number of Family Members | Total Family Income* |
|--|----------------------|
| 1 | \$35,800 |
| 2 | \$40,900 |
| 3 | \$46,000 |
| 4 | \$51,100 |
| 5 | \$55,200 |
| 6 | \$59,300 |
| 7 | \$63,400 |
| 8 | \$67,500 |
| *2018 Income Limits 80% AMI (gross income) | |

CERTIFICATION FOR SECTION 3 RESIDENT

I, _____, am a legal resident of the USA
(Name)

MY SOCIAL SECURITY NUMBER is _____

MY PERMANENT ADDRESS is _____

SKILL, TRAINING, EXPERINECE: _____

Attached is one of the following documents as proof of my status:

- Proof of residency (Lease for a HUD or other federally assisted housing program).
- Proof of public assistance (i.e. AFDC, SNAP, Medicaid, or other state/local assistance program that assist low or very low income persons).
- Proof of participation in a federally assisted job training program such as Workforce Central, Career One Stop, or Senior Community Service Employment Program (SCSEP).

IF ONE OF THE ABOVE IS NOT APPLICABLE, PROVIDE THE FOLLOWING:

- Section 3 Resident Household Income Self-Certification Form.

Print Name: _____

Signature: _____ **Date:** _____

Section 1010 of Title 18 U.S.C. Federal Housing Administration transactions provides:
"Whoever, for the purposes of influencing in any way the action of such administration makes, passes, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both".

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SELF-CERTIFICATION FOR SECTION 3 RESIDENT
Orange County Housing and Community Development Division

ELIGIBILITY FOR PREFERENCE

_____ (contractor name)

A Section 3 resident seeking the preference in training and employment provided by this part shall certify that the person is a Section 3 resident, as defined in Title 24 Code of Federal Regulations Section 135.5.

The undersigned represents and says under penalty of law, as follows:

1. My current address is: _____
2. Phone Number: _____
3. Hire Date: _____ (mm/yy)
4. I am a resident of public housing. **YES () NO ()**
If yes, list the name of development: _____
5. The total number of individuals in my household (count any person living in household, not just family or those persons related to you) is: _____
6. Last year, the annual income for my household size was less than the amount listed in the table below: **YES () NO ()**

INCOME LIMITS 2018

| # in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| 80% AMI (gross income) | 35,800 | 40,900 | 46,000 | 51,100 | 55,200 | 59,300 | 63,400 | 67,500 |

7. I have skills, training, or experience in the following areas _____

I authorize the information above to be added to a database of Section 3 residents that will enable me to receive notice of employment and, if applicable, training opportunities for future Section 3 covered projects. I understand that this list may be accessed by Orange County Housing and Community Development Division staff, contractors, developers, and subcontractors working on Section 3 covered projects.
YES () NO ()

This certification is valid for a period of three (3) years, after which, a new form will need to be completed to continue to receive preference for employment and, if applicable, training opportunities as a Section 3 Resident.

Under penalty of perjury, I certify that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

Section 1010 of Title 18 U.S.C. Federal Housing Administration transactions provides:
"Whoever, for the purposes of influencing in any way the action of such administration makes, passes, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both".

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SECTION 3 BUSINESS SELF-CERTIFICATION

Orange County Housing and Community Development Division

1. Company Name: _____

2. Company Address: _____

City _____ State _____ Zip _____ County _____

3. Phone # _____ Fax #: _____ Email address: _____

4. Contractor's License: Class A B C N/A License Number: _____

5. Business License _____ Number Federal ID Number _____

6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents*; or

Yes No

Attach list of Section 3 owners and income certifications

2. At least 30% of your full time employees include persons that are currently Section 3 residents*, or within three years of the date of first employment with the business concern were Section 3 residents; or

Yes No

Attach list of employees, Section 3 employees, and self-certifications

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Yes No

Attach list of subcontracted businesses, types and amounts

VERIFICATION - *The company hereby agrees to provide, upon request, documents verifying the information provided on this form.*

I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative: _____

Signature: Date: _____

Attested by: Date: _____

***Section 3 resident is:** 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

**SPECIAL PROVISIONS
C.D.B.G. PROJECT**

SECTION 3 BUSINESS SELF-CERTIFICATION

Orange County Housing and Community Development Division

1. Company Name: _____

2. Company Address: _____

City _____ State _____ Zip _____ County _____

3. Phone # _____ Fax #: _____ Email address: _____

4. Contractor's License: Class A B C N/A License Number: _____

5. Business License _____ Number Federal ID Number _____

6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents*; or

Yes No

Attach list of Section 3 owners and income certifications

2. At least 30% of your full time employees include persons that are currently Section 3 residents*, or within three years of the date of first employment with the business concern were Section 3 residents; or

Yes No

Attach list of employees, Section 3 employees, and self-certifications

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Yes No

Attach list of subcontracted businesses, types and amounts

VERIFICATION - *The company hereby agrees to provide, upon request, documents verifying the information provided on this form.*

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Signature: Date: _____

Attested by: Date: _____

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**SPECIAL PROVISIONS
C.D.B.G. PROJECT**

ORANGE COUNTY

CONSTRUCTION SIGN SPECIFICATIONS

LOCATION:

The sign shall be installed in the locations approved by the Project Manager.

CONSTRUCTION:

1. The sign shall be constructed of 4-foot X 8-foot Plywood sheet, with two 4-inch X 4-inch (nominal) support posts and 2-inch X 4-inch (nominal) cross braces or other substantial material accepted by the Project Manager. The minimum thickness of the plywood will be 1-inch.
2. Sign face shall be 4-foot vertical X 8-foot horizontal with 4-foot clearance from the bottom of the sign face to the ground surface for a total of 8-foot sign height from the ground level. The two 4-inch X 4-inch (nominal) support posts shall be embedded a minimum of 2-feet into the ground.

FACE PREPARATION:

1. Provide a 2-inch wide pastel blue border or line as shown on the attached drawing.
2. Lettering shall be black Helvetica type style and panted on a white background.
3. Sign face is to be one face only.
4. Paint support posts white.

SIGN CONTENT:

Sign content shall be as shown on the attached illustration; relationship of lettering size will be similar to that depicted on the attached drawing.

IMPORTANT NOTE:

Add the actual project name, project costs, engineer, and contractor in the space indicated on the attached drawing.

**SPECIAL PROVISIONS
C.D.B.G. PROJECT**

**Project Name: Aspire Health Partners (Kassab Plaza)
Jerry L. Demings, County Mayor
A Project in Orange County District 2
Christine Moore, Commissioner**

BOARD OF COUNTY COMMISSIONERS

**Betsy VanderLey, District 1
Christine Moore, District 2**

**Mayra Uribe, District 3
Maribel Gomez Cordero, District 4**

**Emily Bonilla, District 5
Victoria P. Siplin, District 6**

Funded in part by the Orange County Housing & Community Development CDBG Program

AWARD: **\$150,000**

DESIGN BY:

CONSTRUCTED BY:

CONSTRUCTION OVERSIGHT: