



**Siding Replacement on
Orlando Counseling Center
100 West Columbia Street
Orlando, Florida 32806**

INVITATION TO BID

Bid Proposals are hereby solicited by Aspire Health Partners, for:
Siding Replacement on Orlando Counseling Center 100 West Columbia Street
Orlando, Florida 32806

All bidders must:

- a) provide Certificate of Insurance including Workmen Compensation;
- b) have a minimum of three (3) years construction and Remodeling; and
- c) be State of Florida Certified or State of Florida Registered in construction.

Sealed Bids must be received by Friday, February 26, 2021 at 10am

Sealed bids will be opened in a public forum at 5151 Adanson Street, Suite 201, Orlando, Florida on Friday, February 26, 2021 at 10:00 am.

Bid proposals shall be submitted to:

Aspire Health Partners
ATTN: Deb Driskell
5151 Adanson Street
Orlando, Florida 32804

Or hand delivered to:

Aspire Health Partners
ATTN: Deb Driskell
5151 Adanson Street
Orlando, Florida 32804

Bid proposals must be clearly marked on the outside of the envelope:

“2021 Bid for Siding Replacement – Orlando Counseling Center Building”

This project consists of removing the existing siding and replacing with new material. Bid packet can be obtained via email upon request.

As a federally funded project, Federal Labor Standards Davis Bacon Prevailing Wage Rates shall apply. This project is funded through the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program. All Women and Minority Business Enterprises (WMBE) are encouraged to participate in the bidding process.

All questions regarding the bid should be directed to Deb Driskell, Chief Operating and Transformation Officer by e-mail debbie.driskell@aspirehp.org

Aspire Health Partners reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

Bid Security

1. Each Bid shall be accompanied by a Bid Security in the form of a certified check or bid bond in an amount equal to at least five percent (5%) of the Total Bid Price, payable without condition to the OWNER, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents. Bid Bond shall be on the form provided as Section 00410.
2. If for any reason the Bidder withdraws his Bid after Bid Opening and prior to the time specified under "Modification and Withdrawal" herein or fails to execute an Agreement or to provide the specified bonds, such Bidder shall be in default and the Bid Security shall be forfeited.
3. The Bid Security of all except the three (3) apparent lowest Bidders will be returned within 10 days after the canvass of Bids.

Submission of Bids

1. The Bid, the Bid Security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. This envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
2. Bidders must submit one (1) original and one (1) copy of the completed Bidding Documents.
3. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of Bids will be returned unopened to the person or firm submitting the Bid.
4. The Bidder shall assume full responsibility for timely delivery of his Bid to the designated location.

Notice of Award, Performance Bond and Labor and Materials Payment Bond

Within ten (10) calendar days from the date stipulated in the Notice of Award notifying the contractor that its Bid has been accepted, the successful Bidder shall execute the Agreement. Simultaneously with the execution of the Agreement, the Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond each in the amount of 100 percent of the contract price. The bonds shall be secured from a surety company acceptable to the OWNER.

The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. Failure to execute the Agreement and/or to furnish said bonds within ten (10) calendar days from the date of the Notice of Award entitles the OWNER to consider all rights arising out of the OWNER's acceptance of the Bid as abandoned and the Bid Bond shall be forfeited. The OWNER shall be entitled to such other rights as may be granted by law.

Employment and Wage Requirements

All work performed under this contract shall adhere to the labor standards embodied in the Davis Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act (42 U.S.C. 5301).

Davis Bacon Wage Tables

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL20190218, 08/28/2020**) as modified up through ten days prior to the opening of bids. A copy of the applicable Wage Rate Table as of the advertisement date is included.

Contractor shall ensure that employees receive the minimum wages applicable. Contractor shall review the General Decisions for all classifications necessary to complete the project. Contractor shall request additional classifications when needed.

Certificates and Licenses

Bidders must be qualified under Florida Law to perform the Contract work required and upon request must present a copy of the license(s) required to perform the work.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of (_____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____, of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Aspire Health Partners, the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and
- (5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ who is personally known to me or who
has produced _____ identification.

Print Name

Notary Public in and for the County and State
Aforementioned

My commission expires: _____

**ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER
AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR
DISQUALIFICATION OF YOUR BID.**

BID FORM
FOR Aspire Siding Replacement – Orlando Counseling Center

Name of Bidder: _____
Mailing Address: _____
Street Address: _____
City/State/Zip: _____
Phone Number: () _____
FAX Number: () _____
E-Mail Address: _____
Contractor License Number: _____

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, hereby proposes and agrees to perform within the time stipulated and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with Aspire Health Partners in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the Aspire Health Partners directly.

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: _____

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

- (1) Bid Forms
- (2) Non-Collusion Affidavit of Bidder Form
- (3) Drug-free Workplace Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this _____ day of _____, 20 _____.

(Name of BIDDER)

(Signature of person signing this BID FORM)

(Printed name of person signing this BID FORM)

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS A _____
(Insert the word(s): "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be.)

in an amount equal to at least five percent (5%) of the Total Bid, payable to Aspire Health Partners.

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to Aspire Health Partners as liquidated damages in case this Bid is accepted by Aspire Health Partners and the undersigned fails to execute an Agreement with Aspire Health Partners as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to Aspire Health Partners, and accompanied by the required certificates of insurance coverage, and endorsements. Should Aspire Health Partners be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay Aspire Health Partners' reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

Scope of Work

The scope of this work consists of removal of old wood siding and all other materials and replacing with new vinyl Siding on Aspire Health Partners' Orlando Counseling Center located at 100 Columbia St, Orlando, FL 32806.

An architectural rendering of the propose project's structure has been included with this Scope of Work.

The project will include:

- A layer of underlayment will be set on the second story of the building.
- First story will not need underlayment as it is concrete walls.
- Siding will be installed on all exterior walls on 4 sides. Trash will be removed from the facility.

The bidder will provide a 6-month warranty on all labor/workmanship.

An estimated time frame for completion of the project must be included with each prospective bid.

"General Decision Number: FL20200218 08/28/2020

Superseded General Decision Number: FL20190218

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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)-(6D). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/21/2020
2	03/27/2020
3	05/15/2020
4	07/03/2020
5	08/28/2020

ASBE0067-003 03/01/2020	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 28.93	16.68

CARP1905-003 06/01/2017	Rates	Fringes
CARPENTER (Includes Form Work)	\$ 22.65	9.85

ELEV0139-002 01/01/2020	Rates	Fringes

ELEVATOR MECHANIC \$ 44.12 34.765

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.

ENG10487-022 07/01/2016		
	Rates	Fringes
OPERATOR: Forklift	\$ 23.25	9.20
OPERATOR: Mechanic	\$ 32.05	9.20
OPERATOR: Oiler	\$ 23.50	9.20

ENG10673-016 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 01/01/2019		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 23.69	12.70

* SFFL0821-004 07/01/2020		
	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers)	\$ 29.88	19.75

SHEE0015-006 07/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Includes		
HVAC Duct Installation)	\$ 22.48	7.51

SUFL2014-027 08/16/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 19.39	0.00
ELECTRICIAN, Includes Low		

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

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and Employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in item 1.
4. In the statement specified in item 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Signature of Authorized Representative

Printed or Typed Name and Title of Authorized Representative

Date

PERSONNEL AND PARTICIPANT CONDITIONS

1. **Non-Discrimination.** In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, religion, natural origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Bidder shall comply with 42 U.S.C. §5309, et. seq., 24 CFR §570.602 and 24 CFR Part 6. Bidder shall at all times comply with sections 104(b), 107 and 109 of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); and implementing regulations in 24 CFR Part 1. HUD's Title VI regulations specify types of prohibited discrimination. Bidder must not, for example, based on race, color, or national origin deny a person housing or services; provide different housing or services than those provided others; subject a person to segregation or separate treatment in the receipt of housing or services; use different admission or eligibility requirements for housing or services; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

Bidder shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by Lighthouse shall include a provision for compliance with these regulations. Bidder shall keep records and documentation demonstrating compliance with these regulations.

2. **Equal Employment Opportunity.** Bidder shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause. Any contracts entered into by Bidder shall include a provision for requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that is an Equal Opportunity/Affirmative Action employer. Bidder shall keep records and documentation demonstrating compliance with these regulations.
3. **Compliance with Davis-Bacon Act.** Bidder shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Any construction contracts entered into by Bidder shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. Bidder shall also place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination. If the attached Wage decision is no longer current at the time of contracting, Bidder must ensure that a current copy is used. Bidder shall ensure that a current copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH-1521) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. Bidder shall also require the contractor to obtain weekly certified payroll reports. Bidder shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be submitted to the City for

review on a monthly basis.

4. **Copeland "Anti-Kickback" Act.** Bidder shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the City for review on a monthly basis.
5. **Contract Work Hours and Safety Standards Act:** Bidder agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the City for review on a monthly basis.
6. **Handicapped Accessibility Requirements.** Bidder shall construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131), Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall keep records demonstrating compliance with these regulations.
7. **Utilization of Minority/Women's Business Enterprises.** Bidder will use its best efforts to ensure that minority/women's business enterprises are afforded the opportunity and included for consideration for participation in all construction, supply or service contracts or in the performance of this Agreement. Bidder shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Any contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall keep records demonstrating compliance with this provision including the affirmative steps taken to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts.
8. **Political Activities.** Bidder shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. Bidder further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).
9. **Anti-Lobbying Provision.** Bidder shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Bidder and any contractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying". Bidder shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

10. **Conflict of Interest.** In the procurement of supplies, equipment, construction and services, Bidder shall comply with the conflict of interest rules in 24 CFR §84.42. Bidder shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §84.42. Such cases include the acquisition and disposition of real property and the provision of assistance by Bidder to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation).

Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no “person” who exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG- assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure offor one year thereafter. “Person” includes employees, agents, consultants, officers, elected officials, appointed officials, or of any designated public agencies or of subrecipients receiving CDBG funds. Bidder agrees that it will establish and adopt safeguards to prohibit members, officers, employees and the like from using positions for a purpose that is or gives the appearance of being motivated for private gain for themselves or others with whom they have family, business, or other ties. Bidder shall also keep records supporting requests for waivers of conflicts.

11. **Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.** Bidder shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low income persons and the use of local businesses, if applicable. Bidder shall comply with the provisions of the “Section 3 Clause”, and require all subcontracts to contain a copy of the Section 3 clause. Bidder shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

12. **Faith-Based Activities.**

- (a) Equal treatment of program participants and program beneficiaries.
- (1) Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization’s religious character or affiliation.
- (b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.
- (c) Religious Identity. A religious organization that is a recipient or subrecipient of CDBG program funds will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based

organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- (d) **Beneficiaries.** An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. (e) **Structures.** CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG - funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (24 CFR parts 84 and 85).

13. **Drug Free Workplace.** Bidder will provide a drug-free workplace. Bidder shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. Bidder shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements". Bidder will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.
14. **Program Requirements.** Bidder agrees to comply and carry out all of its activities in accordance with the program requirements set forth in 24 CFR 570, subpart K.
15. **Fair Housing Act and Nondiscrimination and Equal Opportunity in Housing under E.O. 11063.** Bidder shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.
16. **Resident Aliens.** Bidder shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.
17. **Debarment and Suspension.** Bidder shall comply with the debarment and suspension requirements set forth in 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR Part 2424. Bidder shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that Bidder has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done

by that debarred or suspended contractor or subcontractor. Bidder shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and a copy of the sheet documenting that the federal debarment list was checked.

18. **Building, Zoning, and Permits.** Bidder agrees to comply with all laws of the State of Florida and the Orlando City Code. In particular, Bidder shall comply with all applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.



Office of Labor Relations
LABOR RELATIONS LETTERS

Date: October 26, 2006 (Rev 1)

Letter No. LR 2004-01

- Subject: **Administration and enforcement of prevailing wage rates determined or adopted by HUD**
- I. Statutory provisions and prior guidance**
 - II. Elimination of payroll certification and submission, payroll deduction and weekly wage payment requirements**
 - III. Recordkeeping requirements**
 - IV. Payroll deductions and frequency of wage payments**
 - V. Labor standards clauses for routine and non-routine maintenance contracts**
 - VI. Compliance monitoring**

The Department of Housing and Urban Development (HUD) has undertaken efforts to streamline and otherwise reform its policies and instructions relating to the administration and enforcement of prevailing wage rates determined or adopted by HUD (*aka* HUD-determined wage rates). Ultimately, HUD intends to publish regulations and other formal directives relating to these areas. The purpose of this Letter is to provide relief and interim guidance for public housing authorities (PHAs), tribes, tribally designated housing entities (TDHEs), and their contractors. Note that the guidance in this Letter pertains only to HUD-determined wage rates applicable to maintenance and non-routine maintenance. This guidance does **not** pertain to construction work subject to Davis-Bacon and Related Act wage and reporting requirements.

This guidance is provided with the cooperation and advice of the Offices of Public and Indian Housing, Native American Programs, and General Counsel.

I. Statutory provisions and prior guidance

HUD prevailing wage requirements are imposed at Section 12(a) of the U.S. Housing Act of 1937, as amended, for public housing and at Section 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended, for Indian housing and Native Hawaiian housing, respectively. Generally, these clauses require, in part, that all maintenance laborers and mechanics employed in the operation of the housing

SL: Distribution: W-3-1, W-2, W-3, R-1, R-3-1 (PIH), R-6, R-7, R-9, 138-2, 138-7, SL

project (which includes routine and non-routine maintenance work) be paid no less than the wage rates prevailing in the locality as determined or adopted (subsequent to a determination under applicable State, local or tribal law) by HUD.¹

In developing its operational policies and procedures for these areas of responsibility, HUD relied upon the framework established by the Department of Labor (DOL) for the Davis-Bacon and Related Acts (DBRA). HUD disseminated its policies and procedures in draft Notice 95-01-SL and in associated memoranda, contract standards, training materials and other communications.

DBRA standards are similar to those associated with HUD prevailing wage requirements, but in some cases are more stringent. HUD has discretion to establish policies and procedures for HUD-determined wage rates different from the DOL DBRA standards. HUD has concluded that it is reasonable and desirable to establish a prevailing wage administration and enforcement framework for HUD-determined wage rates that is less burdensome on PHAs, TDHEs, tribes and their contractors.

II. Elimination of payroll certification and submission, payroll deduction and weekly wage payment requirements

Prior HUD guidance required contractors and/or subcontractors performing work subject to HUD-determined wage rates to submit weekly certified payroll reports to the PHA, tribe or TDHE involved, and to comply with DOL regulations at 29 CFR Part 3 concerning permissible payroll deductions. In addition, HUD required that all laborers and mechanics (covered by HUD-determined wage rates) be paid not less often than once a week. These requirements were contained in the draft Notice 95-01-SL and in HUD Form 5370, General Conditions (for non-routine maintenance). Effective immediately, HUD is amending its guidance and HUD Form 5370 to eliminate the payroll certification and submission and weekly wage payment requirements.²

Note that with regard to records, the HUD is eliminating only the requirements to certify and submit payroll reports. This action does not relieve contractors and/or subcontractors of

¹ Note that under NAHASDA, HUD-determined wage rates may be preempted by tribally determined prevailing wage rates; see ONAP Program Guidance No. 2003-04. Additionally, bona fide volunteers are excluded from HUD prevailing wage requirements; see 24 CFR Part 70.

² Following consultation with the Department of Labor, HUD has concluded that DOL regulations at 29 CFR Parts 3 and 5 are not germane where HUD prevailing wage requirements are applicable.

their obligations to create and maintain records demonstrating their compliance with

HUD-determined prevailing wage requirements.

See Sections III and IV of this Letter concerning recordkeeping, payroll deduction and pay frequency requirements.

III. Recordkeeping requirements

PHAs, tribes, TDHEs, and any other employers (e.g., contractors, subcontractors) engaged on work subject to HUD-determined wage rates must make and maintain for 3 years from the completion of the work records containing information demonstrating compliance with the prevailing wage rates determined (or adopted) by HUD and applicable to the work.³ These records must at a minimum contain for each laborer and mechanic employed:

- 1) His or her name, address and social security number;
- 2) Correct work classification or classifications;
- 3) Hourly rate or rates of monetary wages paid;
- 4) Rate or rates of any fringe benefits provided;
- 5) Number of daily and weekly hours worked;
- 6) Gross wages earned;
- 7) Any deductions taken; and
- 8) Actual wages paid.

Such records shall be made available for inspection or transcription by authorized representatives of the PHA, tribe, TDHE and/or HUD.

IV. Payroll deductions and frequency of wage payments

Employers (PHAs, tribes, TDHEs, contractors and/or subcontractors) must pay to each employee subject to HUD-determined wage requirements the full amount of wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations). These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period may not be of any duration longer than semi-monthly.

³ The recordkeeping burden reflected is required by DOL and approved by the Office of Management and Budget under control number 1215-0017.

V. Labor standards clauses for routine and non-routine maintenance contracts

PHAs, tribes and TDHEs that award contracts for routine or non-routine maintenance work must incorporate into the contract (and bid specifications, if applicable) appropriate labor standards clauses to obligate and ensure the compliance of the contractor and any subcontractors. HUD has published labor standards clauses applicable to routine and non-routine maintenance in HUD Form 5370-C, General Conditions for Non-Construction Contracts, Section II.4. The applicable HUD wage decision must also be incorporated into the contract and any bid specifications.

VI. Compliance monitoring and employee interviews

PHAs, tribes and TDHEs shall perform contractor compliance monitoring with such frequency and depth as appropriate (based upon the scope and duration of the contract involved) to ensure that all laborers and mechanics are paid no less than the HUD prevailing wage rate for the type of work they perform. Such compliance monitoring shall include interviews with the employees. Contractors and/or subcontractors shall permit authorized representatives of the PHA, tribe, TDHE or HUD to interview employees during normal working hours.

Any questions regarding this Letter should be directed to the field or Regional HUD Labor Relations staff responsible for the jurisdiction involved. A list of Labor Relations staff and contact information is available at the Office of Labor Relations website: www.hud.gov/offices/olr

/S/
Edward L. Johnson Director
Office of Labor Relations

⁴ Available at HUDClips (www.hudclips.org/cgi/index.cgi) and the Office of Labor Relations web site (www.hud.gov/offices/olr)

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development
Office of Labor Relations Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

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 therefor only when the following criteria have been met: **(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and **(2)** The classification is utilized in the area by the construction industry; and **(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 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 I(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 I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the

employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: **(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 **(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; **(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate

on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than 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 Previous editions are obsolete Page 4 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the

Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. **(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. **(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

(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.