

**SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS**

**ASPIRE HEALTH PARTNERS, INC.  
Medication Assisted Treatment (MAT) Clinic**

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### **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

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 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;

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

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

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

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

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

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

#### **4. Apprentices and Trainees.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible 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.

## **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.

### **FAR at 48 C.F.R. §§ 22.407 and 52.222-6(c). How requests for additional classifications:**

#### **22.407 (a) Solicitation provision and contract clauses.**

- (1) 52.222-6, Construction Wage Rate Requirements.
- (2) 52.222-7, Withholding of Funds.
- (3) 52.222-8, Payrolls and Basic Records.
- (4) 52.222-9, Apprentices and Trainees.
- (5) 52.222-10, Compliance with Copeland Act Requirements.
- (6) 52.222-11, Subcontracts (Labor Standards).
- (7) 52.222-12, Contract Termination - Debarment.
- (8) 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations.
- (9) 52.222-14, Disputes Concerning Labor Standards.
- (10) 52.222-15, Certification of Eligibility.

**52.222(c)** (1) The Contracting Officer shall require that 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. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer 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 the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for Determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause 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.

"General Decision Number: FL20210218 10/01/2021

Superseded General Decision Number: FL20200218

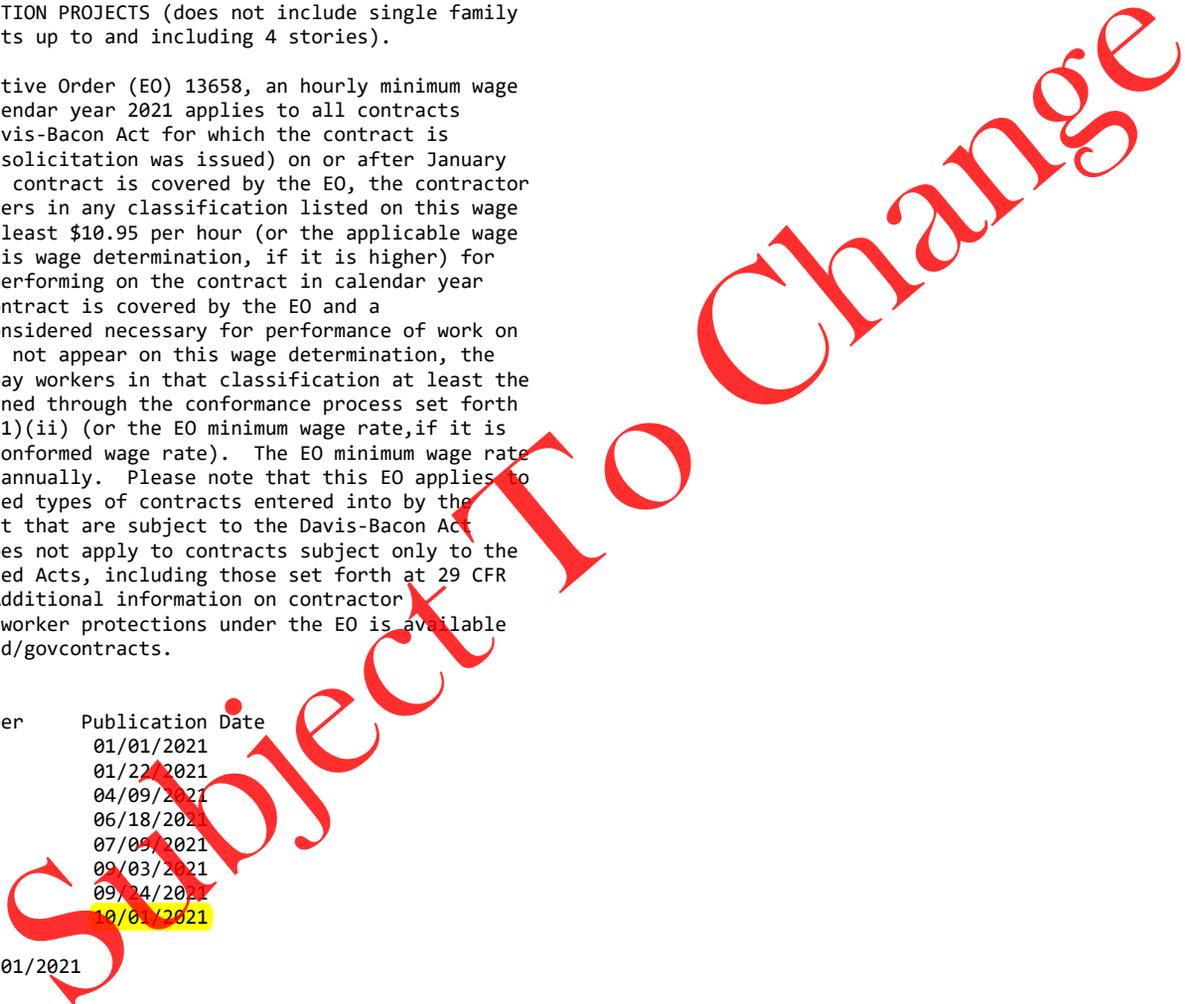
State: Florida

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021
1	01/27/2021
2	04/09/2021
3	06/18/2021
4	07/05/2021
5	09/03/2021
6	09/24/2021
7	10/01/2021

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.12	13.11

CARP1905-003 06/01/2021

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 25.15	12.33

ELEV0139-002 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.60	35.825

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.

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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

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ENGI0673-016 05/01/2021

	Rates	Fringes
OPERATOR: Crane		
Gantry Crane; Bridge Crane..	\$ 30.57	14.60
Tower Crane; Crawler		
Crane; Truck Crane; Hydro		
Crane.....	\$ 32.92	14.60

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\* IRON0402-001 10/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.50	14.66

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SFFL0821-004 07/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 30.63	20.55

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SHEE0015-006 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes		
HVAC Duct Installation).....	\$ 24.24	15.03

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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

Subject To Change

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](http://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)).

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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.

Subject To Change

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.

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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.

**END OF GENERAL DECISION"**

**ARTICLE 2 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S's aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - A. Goals for Female Utilization, All Trades:  
AREA COVERED - Goals for Women apply nationwide.  
GOALS AND TIMETABLES:  
(Goals %)  
Apr. 1, 1978 - Mar. 31, 1979.....3.1  
Apr. 1, 1979 - Mar. 31, 1980.....5.1  
Apr. 1, 1980 - Mar. 31, 1981.....6.9

These goals are applicable to all the CONTRACTOR'S's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The CONTRACTOR'S's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR'S's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract; and geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Orange County, Florida.

### 60-4.3 (a) EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the CONTRACTOR, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTOR'S must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or Subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR'S's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications.

The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The CONTRACTOR is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the

CONTRACTOR'S obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.
  - d. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.
  - e. Disseminate the CONTRACTOR'S EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - f. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintain identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- g. Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and Subcontractors with whom the CONTRACTOR does or anticipates doing business.
  - h. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - i. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR'S workforce.
  - j. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - k. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - l. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.
  - n. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
  - o. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR'S EEO policies and affirmative action obligations.
8. CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a CONTRACTOR association, joint contractor-union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR'S minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR'S and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR'S noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved

its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

**BY ACCEPTANCE OF THIS DOCUMENT, THE CONTRACTOR AFFIRMS THAT IT IS IN COMPLIANCE WITH THE REQUIREMENTS OF 2 C.F.R. PART 180 AND THAT NEITHER IT, ITS PRINCIPALS, NOT ITS SUBCONTRACTORS ARE PRESENTLY DEBARRED, SUSPENDED, PREPOSED FOR DEBARMENT, DECLARED INELEGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS PROJECT BY ANY FEDERAL DEPARTMENT OR AGENCY.**

12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **FEDERAL CONSTRUCTION CONTRACT SPECIFICATIONS**

1. Architectural Barriers - Uniform standards will be followed for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of buildings constructed in whole or part with federal funds.
2. Americans With Disabilities Act - Contractors shall comply with the provisions of the Americans With Disabilities Act Of 1990, As Amended .

3. Lead-Based Paint - Project is to be constructed without the use of lead-based paint. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted. Contractor shall agree that if lead-based paint is subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such lead-based paint and damages or claims against the County.
4. Fair Housing Act - Contractors shall comply with the provisions of the Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
5. Energy Policy and Conservation Act - Contractors shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
6. Contractors shall be required to provide active DUNS (Dun and Bradstreet), SUNBIZ.ORG and SAM.GOV registrations for the same business entity in compliance with State and Federal requirements prior to execution of Construction Contract.

### **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 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. Submittal(s) will be reviewed by the Labor Relations Specialist for adequacy and contract execution may be postponed pending necessary revision of submittal.

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

## **ARTICLE 4 – SECTION 3 CLAUSE**

**24 C.F.R. § 75.3 Subpart A (2) (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000**

All Section 3 covered contracts shall include the following clause (referred to as the “Section 3 Clause”)

**SECTION 3 CLAUSE:** 24 CFR Parts 5, 14, 75, 91, 92, 93, 135, 266, 570, 574, 576, 578, 905, 964, 983, and 1000

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 or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, 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 the 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 the 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 by 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 7(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 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;

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: 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.

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

**24 CFR Part 75:** Amend/Create the following documents to conform with New Section 3 Rule for labor hour benchmarks:

- A worker employed by a Section 3 Business Concern or
- A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5 or

(ii) A YouthBuild participant

- New 25% Section 3 Worker and 5% Targeted Section 3 Worker Benchmarks
- Section 3 Business Concern, Section 3 Worker and Targeted Section 3 Worker

Definitions (Parts 75.5; 75.11; 75.21)

- Employment and training/Hiring Priorities/Subcontracting Requirements (Part 75.9)
- Labor Hours Reporting Requirements/Qualitative Efforts Made (Part 75.15)
- Documenting Compliance/Record Keeping/Certifications (Part 75.31)

**Section 3 Business Concern (24 CFR Part 75.5):** A business concern meeting at least one of the following criteria, documented within the last six-month period:

1. At least 51% owned and controlled by low or very low income persons
2. Over 75% of labor hours performed for the business over the prior three-month period are performed by Section 3 workers
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

INCOME LIMITS FY 2021: Orlando-Kissimmee-Sanford, FL MSA

MFI: \$70,800

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$42,750	\$48,850	\$54,590	<b>\$61,050</b>	\$65,950	\$70,850	\$75,750	\$80,600

### **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.

**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

**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				

**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: \_\_\_\_\_

**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

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

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

- \_\_\_\_\_ 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).



HOUSING AND COMMUNITY DEVELOPMENT DIVISION

MITCHELL L. GLASSER, Manager
525 East South Street • Orlando, Florida 32801
407-836-5150 • Fax 407-836-5193

SECTION 3 BUSINESS SELF-CERTIFICATION

24 CFR Part 75: The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

(Contractor Name)

(Project Name)

- 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 low- or very low-income persons\*; or
2. 75% or more labor hours are performed by low- or very low-income persons; or
3. 25% or more owned by current residents of public housing or Section 8-assited housing

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 worker is: 1) a low-or very-low income individual, or 2) a Youthbuild participant, or 3) employed by a Section 3 business concern.

**ORANGE COUNTY HOUSING AND COMMUNITY DEVELOPMENT  
NEW HIRES SECTION 3  
MONTHLY COMPLIANCE FORM**

**GC is required to provide this form to any subcontractor firms they hire for this project**

*This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting.*

Firm/Contractor Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Draw #: \_\_\_\_\_ Date: From: \_\_\_\_\_ To: \_\_\_\_\_

Check all that apply:

We have not hired any new employees during DRAW REQUEST #

During the above draw schedule and/or within the past five (5) years we have hired:

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Section 3 employees and/or             |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> A low or very low-income worker and/or |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Non-Section 3 employees and/or         |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> A Youthbuild participant.              |

We have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: **(check all that applies below):**

- \_\_\_\_\_ We have advertised to fill any vacancies at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods to fill any vacancies.
- \_\_\_\_\_ Placed signs or posters in prominent places at each of the above listed development
- \_\_\_\_\_ Taken photographs of the above item to document that the above step was carried out
- \_\_\_\_\_ Distributed employment flyers to each of the residents and posted flyers at this development site
- \_\_\_\_\_ Contacted any HUD [www.YouthBuild.org](http://www.YouthBuild.org) programs currently operating in Orange County for Youthbuild referrals
- \_\_\_\_\_ Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired
- \_\_\_\_\_ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 residents.
- \_\_\_\_\_ Sent a notice about Section 3 training and employment requirements and opportunities to labor organization or to worker representatives with whom our firm has a collective bargaining or other agreement.
- 

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



**SELF-CERTIFICATION FOR SECTION 3 RESIDENT**

Orange County Housing and Community Development Division

\_\_\_\_\_  
**AGENCY NAME**

\_\_\_\_\_  
**CONTRACTOR NAME**

**ELIGIBILITY FOR PREFERENCE**

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

If you are a recipient of government assistance for housing or if your income falls below HUD's income limits, you may qualify as a Section 3 worker or targeted worker, as defined in **Title 24 Code of Federal Regulations Part 75**. Workers can be counted for up to 5 years. Five percent (5%) of total labor hours worked on projects funded by Section 3 awards must be worked by Section 3 Targeted Workers.

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

- 1. My current address is: \_\_\_\_\_
- 2. **County:** \_\_\_\_\_ **City:** \_\_\_\_\_
- 3. Phone Number: \_\_\_\_\_
- 4. Hire Date: \_\_\_\_\_ (mm/yy)
- 5. I am a resident of public housing. **YES ( ) NO ( )**
  - a. If yes, list the name of development: \_\_\_\_\_
- 6. Last year, my annual income was less than the amount listed in the table below: **YES ( ) NO ( )**

**INCOME LIMITS 2021**

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$42,750	\$48,850	\$54,590	\$61,050	\$65,950	\$70,850	\$75,750	\$80,600

- 8. I have skills, training, or experience in the following areas \_\_\_\_\_

**YES ( ) NO ( )**: I authorize to post my profile/employment history for companies to search Section 3 database 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:

*If yes: 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".

## 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.

**Project Name: ASPIRE HEALTH PARTNERS, INC. (M.A.T. CLINIC)**

Jerry L. Demings, County Mayor  
A Project in Orange County District 6  
BOARD OF COUNTY COMMISSIONERS

Nicole Wilson, 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: \$133,762

DESIGN BY:

CONSTRUCTED BY:

CONSTRUCTION OVERSIGHT:

**By executing this Agreement, Contractor agrees to include clause, verbatim, and Special Provisions-Non-Technical Specifications in every subcontract and acknowledges that:**

- This project is funded by the Community Development Block Grant Program (CDBG) and must comply with federal regulations and requirements included in the applicable Supplemental Conditions/Special Provisions. The Contractor agrees to comply with the requirements of the Davis-Bacon and related Acts, Section 3 and Federal Wages, which requires the payment of prevailing wage rates as determined by the US Department of Labor to all laborers and mechanics on federally funded projects.
- Contractor must enclose Davis-Bacon and Section 3 requirements language into any subcontract and ensure each subcontractor includes the same language in all associated subcontracts. Contracted laborers and mechanics are subject to wages at a rate no less than those determined by the U.S. Department of Labor (DOL) enclosed in the special provisions.
  - **Section 3: 24 C.F.R. § 75.3 Subpart A (2) (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.**
  - 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 (12 U.S.C. 1701u) and its associated regulations (**24 C.F.R. Part 75**, 85 FR 61524).
  - Section 3 requires that to the greatest extent feasible, opportunities for employment and training be given to Section 3 workers, Section 3 business, to include 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.
  - Section 3 applies to an entire project, regardless of whether the project is fully or partially assisted under HUD program that provide housing and community development financial assistance.

**Section 3 CFR 24 Part 75.19 Requirements and Part 75.27**

***For Projects that exceed a threshold of \$200,000:***

***(a) Employment and training.***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

***(b) Contracting.***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

- The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246. By acceptance of this order, the contractor affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and Part 1532 and that neither it, its principals, nor its subcontractors, or any lower tier are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Contractor shall notify the County within (5) business days if is added to the SAM Exclusion list, currently debarred or suspended; proposed for debarment or suspension; or indicted, convicted, or had a civil judgment rendered against it for any of the offenses listed in the regulations governing debarment and suspension at 2 CFR Part 180 and Part 1532; or declared ineligible or excluded from participating in federal contracts or contracts paid for with federal funds.
- The Contractor shall provide to the Agency and Orange County Program Administrator a copy of all executed contracts with any sub-contractors, and tiered subcontractors all of which shall include Orange County Special provisions requiring the respective sub-contractor or tiered-sub to comply with the requirements of Davis-Bacon, Section 3, Uniform Administrative Requirements and 2 CFR Part 200

Appendix II. Parties to the contract agree to comply with HUD regulations and certify there are no impediments to prevent compliance. All subcontracts are considered binding for the duration of the project.

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

Grantees, General Contractor, Sub-Contractor and/or tiered-sub must comply with certain regulations on wage and labor standards, Davis-Bacon and the Contract Work Hours and Safety Standards Acts, every construction triggers the following requirements.

- Davis-Bacon and Related Acts (40 USC 276(a)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance, and excludes from wage requirements apprentices enrolled in bona fide apprenticeship programs.
- Contract Work House and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and health working conditions.
- Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.
- Fair Labor Standards Act of 1938. As Amended (26 USC 201.et.seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

**Responsibility of the Prime Contractor:** The principal contractor (also referred to as the prime or general contractor) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor.

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

**24 CFR Part §135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):**

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 or HUD-assisted projects covered by section 3, shall, *to the greatest extent feasible*, 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 the 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 700 § 135.40 24 CFR Subtitle B, Ch. I (4-1-03 Edition) 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 the 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 7(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 shall 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).

**The purpose of Section 3 of the Housing and Urban Development Act of 1968** is to provide economic and employment opportunities to low and very-low income individuals. Section 3 requires recipients of certain types of HUD funding to ensure to the "greatest extent feasible" that a certain percentage of the job training, employment, and contracting opportunities that arise from the expenditure of the funds benefit low and very-low income individuals.

## II. Definitions

1. **Section 3 Worker:** A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
  - The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
  - The worker is employed by a Section 3 business concern; or
  - The worker is a YouthBuild participant.
2. **Targeted Section 3 Worker:** A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:
  - (1) is employed by a Section 3 business concern; or
  - (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
    - i. A resident of public housing or Section 8-assisted housing;
    - ii. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
    - iii. A YouthBuild participant. YouthBuild is a community-based pre-apprenticeship program administered by the U.S. DOL that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.
3. **Section 3 Business Concern (24 CFR Part 75.5):** A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
  - i. At least **51 percent** owned and controlled by low- or very low-income persons;
  - ii. Over **75 percent** of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - iii. A business at least **51 percent** owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractor may count Section 3 worker's labor hours for five (5) years from when their status as a Section 3 worker is established, pursuant to 24 CFR 75.3, or when the worker are first certified as meeting the Section 3 worker definition.

Pursuant to 24 CFR 75.5, a prior arrest or conviction cannot negatively affect the status of a Section 3 worker. Furthermore, Section 3 workers are not exempt from

**Section 3 statute requires certain recipients to prioritize their efforts to direct employment and economic opportunities to specific groups of low- and very low-income individuals.**

The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction.

- Section 3 Business Concern, Section 3 Worker and Targeted Section 3 Worker Definitions (Parts 75.5; 75.11; 75.21)
- Employment and training/Hiring Priorities/Subcontracting Requirements (Part 75.9)
- Labor Hours Reporting Requirements/Qualitative Efforts Made (Part 75.15)
- Documenting Compliance/Record Keeping/Certifications (Part 75.31)