

**INVITATION TO BID**

Roof Replacement, Entry Door Replacement, Porch Light Replacement

**LOCATION OF PROJECT:**

Callahan Oaks Apartments  
651 W Jefferson Street, Orlando, FL 32801  
Orlando, FL 32810

**SEALED BIDS ACCEPTED AT:**

Orlando Neighborhood Corporation  
Attn: James Crim, Asset Manager  
101 S. Terry Avenue  
Orlando Florida 32805-2254  
Phone: 407-648-1623

**SEALED BIDS DUE BY:**

3:00PM  
March 11, 2022

**BIDS TO BE OPENED AT:**

3:30PM  
March 11, 2022  
Orlando Neighborhood Improvement Corporation  
Conference Room  
101 S. Terry Avenue  
Orlando Florida 32805-2254

**Bid Documents Available at the Website:**

[www.orlandoneighborhood.org](http://www.orlandoneighborhood.org)

Orlando Neighborhood Improvement Corporation reserves the right to waive any informalities or irregularities or reject any and all Bids.

## I. INTRODUCTION

Orlando Neighborhood Improvement Corporation (ONIC) is soliciting proposals from qualified general contractors for the rehabilitation of Property, by replacing the roofs, replacing entry doors, and replacing light fixtures for energy efficiency at Callahan Oaks located at 651 West Jefferson Street, Orlando, Florida 32801. Qualified construction companies interested in contracting with ONIC for this project are requested to submit proposals in accordance with the instructions contained within this Invitation for Bids (“IFB”).

## II. INSTRUCTION TO BIDDERS

- A. Sealed complete project bids are to be delivered to the following recipient no later than 3:00pm on Friday, March 11th, 2022, at which time bids will be opened:

James Crim  
c/o Orlando Neighborhood Improvement Corporation  
101 S. Terry Ave  
Orlando, Florida 32801

- B. Late bids will not be considered for acceptance.
- C. A **Mandatory Pre-Bid Conference** will be held **Wednesday March 9<sup>th</sup> at 10:00 a.m.**, at **651 West Jefferson Street, Orlando, Florida 32801**. Bidders must be appropriately licensed Florida Contractors pursuant to Chapter 489 *Florida Statutes* to be considered responsible bidders and eligible to be awarded a contract.
- D. Along with your project bid, please also include the following documentation:
- Your proposed project team. Include the names and position of each of your intended team members for this project.
  - Include a proposed project schedule.
  - Construction bid for a fixed cost contract broken out by division. Include line item breakdown of General Conditions.
  - Include what percentage of construction cost will be necessary for your payment and performance bond premium (should be required for this project).
- E. A BIDDER or anyone acting on behalf of a prospective or actual bidder is prohibited from contacting, seeking information, providing information, attempting to influence or persuade, or otherwise engaging in discussions relating to IFB with any of ONIC – Callahan Oaks, LLC’s employees or Board Members. Only those communications which are in writing from ONIC’s sole point of contact identified in the IFB, shall be considered as a duly authorized response on behalf of ONIC – Callahan Oaks, LLC.
- F. Submit all your request for information no later than 3:00pm on Thursday March 10<sup>th</sup>, 2022. All RFI’s will be responded to by James Crim; [Crim@orlandoneighborhood.org](mailto:Crim@orlandoneighborhood.org).

G. Bid results will be posted on ONIC – Callahan Oaks, LLC website no later than Friday, March 18<sup>th</sup>, 2022 at 5:00pm.

### III. ACCESS TO THE PROJECT SITE

The Callahan Oaks rehabilitation project is located at 651 West Jefferson Street, Orlando, Florida 32801. Should you require entrance to the facility, please direct those inquiries to James Crim at [Crim@orlandoneighborhood.org](mailto:Crim@orlandoneighborhood.org).

### VII. LAWS AND REGULATIONS

This project is federally funded by a Community Development Block Grant and is subject to the provisions thereof. Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rules to be paid on this project, and that the contractor and all subcontractors must comply with all Federal, State, and local requirements. Procurement will be in compliance with 24 CFR part 85.36. Bidders are directed to those Federal laws applicable to the project, including, but not necessarily limited to, those listed in **Exhibit “B”** hereto.

#### Licensing Requirements

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Business and Professional Regulation license (DBPR), and City of Orlando local license.
- b. Said license shall be in the Bidder’s name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- c. Bid Guarantee/Bond equivalent to 5% of bid. The “bid guarantee” must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount. Must be submitted upon award of the contract. The Surety must be licensed to do business in the State of Florida, must be included on the United States Department of the Treasury’s Listing of Approved Sureties, and must have at least an “A” rating in accordance with the most current A.M. Best Company financial strength ratings.

Performance Bond from the (sub)contractor for 100% of the contract price to secure the (sub)contractor’s fulfillment of all obligations under the contract. Must be submitted upon award of the contract.

Payment Bond from the (sub)contractor for 100% of the contract price to assure payment of all persons supplying labor and material under the contract.

## Davis-Bacon

- a. The Bidder shall comply with Davis-Bacon labor standards as codified in Subchapter IV of chapter 31 of title 40 of the United States Code. (40 U.S.C. 3142) as well as those
  1. Federal Labor Standards
  2. Labor Relations Letter (Letter No. LR-96-01)
  3. Personnel & Participant Conditions
  4. Federal Wage Decision
- b. Article 1 - Federal Wage Rate Schedule (Davis Bacon Act (40 U.S.C. 276-A-5).
- c. The Bidder shall comply with the Wage Determinations. Those standard clauses for covered contracts require the applicable Davis-Bacon wage determination(s) be attached to the covered contract and made a part thereof.
- d. By submitting a bid, the Bidder acknowledges requirement to use LCPTracker for the submission of its certified payroll. Questions or technical assistance for LCPTracker can be provided by visiting LCPTracker's website or contacting them directly.

## **Compliance Requirements**

### Article 2 – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

Each bidder shall follow the Affirmative Action Policy as set forth in the attached **Exhibit “B”**. Moreover, the work to be performed 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. Each contract shall include a “Section 3 Clause” in the form of **Exhibit “B”**.

### Article 3 – Affirmative Action

Bidder shall ensure that applicants are employed, and employees are treated during employment, without regard to their race, creed, color, or national origin.

### Article 4 – Section 3 Clause

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.

***Every effort must be made by all contractors to hire Section 3 workers for this project. A detailed spreadsheet with instructions and training will be provided prior to the approval of your Bid Packet.***

## **Submission Deadline and Instructions**

- Bids must be received by 3:00pm on Friday, March 11<sup>th</sup>, 2022 addressed to James Crim at 101 S. Terry Ave, Orlando, Florida 32805. Bids must be submitted to front desk representative at the office of the Orlando Neighborhood Improvement Corporation located at 101 S. Terry Ave, Orlando Florida 32805. Due to COVID-19 and wanting to maintain a healthy and safe work environment we will not be inviting Contractors to bid opening.

- Each bid will be dated, time marked and logged by ONIC – Callahan Oaks, LLC as received. Bids must be received at on before the time and date indicated above. Bid not received at either the specified place or by the specified date and time, or both, may be rejected and returned unopened.

- Each bid must include a complete executed Bid Form in a sealed envelope marked “Orlando Neighborhood Improvement Corporation – Callahan Oaks Rehabilitation Project” with the bidder’s name and address on the front by the time and date as set forth above. All bids submitted in response to the IFB will become the property of ONIC – Callahan Oaks, LLC and may be subject to the Public Records Act, Chapter 119, Florida Statutes.

- A bidder shall not collude, consult, communicate or agree with any other bidder regarding this IFB as to any matter relating to any bid.

ONIC – Callahan Oaks, LLC reserves the right, in its sole discretion, to waive minor irregularities in a bid. A minor irregularity is a variation from the IFB that does not affect the price of the bid, give one applicant an advantage or benefit not enjoyed by other bidders, or adversely impact the interests of ONIC – Callahan Oaks, LLC.

ONIC – Callahan Oaks, LLC is the awarding authority and reserves the right to:

- Reject any and all bids.
- Waive any defects, information, and minor irregularities; to accept, in its sole discretion, exceptions to these specifications; and to award contracts or to cancel this IFB if it is in ONIC – Callahan Oaks, LLC’s best interest to do so.

### **RECEIPT OF BIDS**

Bids must be signed by an individual authorized to bind the bidder. No bids will be accepted after the time and date noted below. Late delivery of materials due to any type of delivery system may be cause for rejection.

### **Questions, Addendum or Bid Modification**

Questions concerning this IFB must be submitted in writing to the sole point of contact. All questions/inquiries must be received by the sole point of contact by 3:00 pm on Thursday March 10<sup>th</sup>, 2022 to be considered.

ONIC – Callahan Oaks, LLC will provide written answers to all timely and properly submitted written inquiries. A complete copy of all bidder questions and ONIC – Callahan Oaks, LLC’s responses will be provided in an addendum to this IFB. Any agenda to this IFB will be emailed to all prospective bidders who attend the mandatory pre-bid meeting.

No changes, modifications, or additions to the bids submitted will be accepted after the submission deadline except in response to a request for clarification from ONIC – Callahan Oaks, LLC.

Bidders with disabilities that seek reasonable accommodations, which may include the receipt of IFB information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the contact person, and reasonable accommodation will be made by agreement with the contact person on behalf of ONIC – Callahan Oaks, LLC.

- A. Completion of the Bid Form attached at Composite. Please see **Exhibit A** for bid form.
- B. The Contractor awarded for this project is subject to a non-debarment check. They must also be registered with System for Award Management (SAM.gov), be able to provide a D-U-N-S # and Federal ID numbers.

**GENERAL TERMS and CONDITIONS**

- 1. The Contractor understands that this Statement of Work will become a part of the contract, which is legally binding. Any deviations from the items listed must be authorized **in writing** by ONIC. **Verbal authorizations are not binding.** Property staff’s authority is limited solely to acknowledgement of work performed or equipment delivered; they are not authorized to sign, change, amend or otherwise modify any agreement.
- 2. The Contractor includes all labor, materials, equipment and any other items necessary to fulfill the requirements of this job, including any and all applicable state and local taxes, as part of his bid. Failure by the Contractor to do so shall not be grounds for additional monies or time.
- 3. The Contractor must submit a certificate of insurance showing proof of current insurance coverage as shown below. The Contractor/Service Supplier shall submit a properly executed certificate(s) of insurance issued by the agent or carrier showing that the required insurances are in effect, the description of operations/locations, and that ONIC will be notified by the appropriate insurance carriers if, at any time, the required insurances are not in effect. All insurance information shall be submitted as part of the bid package. **Failure to do so shall be grounds for forfeit of bid.**

**a. General Liability**

Limits: \$500,000 Combined Single Limit of Liability for Bodily Injury & Property Damage, **or**

**Comprehensive Coverage Including:**

- i. Personal Injury
- ii. Blanket Contractual Coverage
- iii. Employees as Additional Insured
- iv. Completed Operations/Products
- v. XCU Coverage

**b. Business Auto - Liability Coverage**

- i. Limits: \$ 100,000 Combined Single Limits
- ii. No uninsured vehicle is allowed on the property

- c. **Worker's Compensation and Employer's Liability Insurance**
    - i. Limits: Minimum required Coverage B.
    - ii. Employer Liability Limits: \$100,000/\$100,000/\$500,000
    - iii. Certificate must list the State(s) where the coverage is afforded; coverage must be afforded in the State where work is to be performed.
    - iv. An "All States" endorsement is acceptable
    - v. A Contractor who does not supply evidence of Workers' Compensation coverage or a valid exemption from the state in which the work is contracted is not an eligible Contractor.
    - vi. A Contractor accepts responsibility for insuring all workers and lower-tier Contractors used to complete the scope of work carry the same coverage's as required herein and are covered under applicable Workers' Compensation laws.
    - vii. The Contractor will be liable for any fines, penalties or delay costs incurred if a Stop Work order is issued due to inadequate or undocumented insurance coverages of any kind.
  
  - d. **ONIC- Callahan Oaks LLC must be listed as an Additional Insured on all Certificates issued.**
  
  - e. **Notice of Cancellation:** 30 Day Notice
  
  - f. **Expiration Dates:** A new certificate must be issued so that ONIC receives it prior to the expiration date. Contractors will not be allowed to be on the job if the certificate on file is not current.
  
  - g. **Company:** All insurance companies must have a Best rating of A or better.
- 4. The Contractor agrees to indemnify and hold harmless the property, its owner(s) and employees and the managing agent and its employees from any and all liability or damages which may result from the operations of or any other actions of the Contractor, or any person operating under the Contractor's authority, during the performance of this contract.
  
  - 5. It is understood the Contractor will be concerned with the work of others while performing his work and will cooperate to the fullest extent with others in assuring proper job progress. It shall be the responsibility of the Contractor to diligently pursue his contract responsibilities. Failure to do so shall afford ONIC the right to hire additional personnel or contract with another contractor to carry on the work to be performed under this contract upon three (3) working day written notice from ONIC to the contractor, said written notice to be posted on a bulletin board located in a conspicuous location on the project. Contractor hereby agrees to be liable to ONIC for amounts expended by ONIC in carrying on the work of the Contractor. Amounts due or to become due to the Contractor at the time of Contractor's failure to perform may be reduced by the amounts expended by ONIC.
  
  - 6. The Contractor will be responsible for all permits and licenses, if required, to fulfill this contract at the Contractor's expense. This will include but not be limited to items such as

plans and specifications, surveys, and code restrictions, to include such things as water management, environmental protection agencies, etc. A copy of any permit(s) issued must be forwarded to the contracting staff at ONIC corporate office prior to commencement of work. A copy of the signed-off (closed) permit must be provided upon completion of the job in order to receive payment. The Contractor shall be responsible for meeting all state and local codes. **Should the scope of work be in direct violation of a code the Contractor shall, as part of his bid package, make mention of the violation and his bid shall reflect the correct procedure and bid price.** In the event of a conflict between the Contractor's proposal and this Statement of Work, the Contractor agrees that this Statement of Work shall prevail.

7. The Contractor is directed to make a visual inspection prior to submission of proposal and to investigate all conditions involved in the execution of the work. Submission of a proposal is consideration by the owner's representative to mean that the bidder has made such examinations and investigations, and agrees to fulfill all the requirements of the contract in full and in accordance with the specifications. Non-inspection shall not be grounds for additional time or compensation for items of which the Contractor failed to inform himself prior to the bid submittal.
8. Once the Contractor has been awarded the contract, he must man and complete the job in a timely manner. Failure to do so would be grounds for cancellation of his contract and all monies due would be used to complete said work. Notification of this cancellation would be done in the form of a letter, which shall be sent via Federal Express Priority Overnight. The Contractor shall have three (3) days from the date of receipt to satisfy all parties involved in his good faith effort to continue, or the contract shall be canceled. Should the contract be canceled, all monies due on the contract shall be used to complete said work. The Contractor would be liable for all costs incurred in the completion of the job.
9. The Contractor shall perform all work during normal business hours only. The Contractor is not authorized to perform work at the site on weekends unless prior authorization is provided by ONIC.
10. The Contractor shall be responsible for repair and/or replacement of work in place or stored materials if his employees, lower-tier Contractors or suppliers damage the work in place or materials. Charges incurred for corrective work resulting from negligent or willful acts of others shall be settled between the parties involved. ONIC will not be involved in any such settlements unless agreement between the two parties cannot be reached. Contractor agrees to accept and be bound by ONIC's decision in such settlements. Contractor shall pay reasonable fees to ONIC for such arbitration and settlement costs.
11. The Contractor shall be responsible for the cleaning of the job site daily and removing from the site all of his debris. There shall be a thorough cleaning of the site to the satisfaction of the site manager prior to the distribution of any monies.
12. The Contractor shall submit an invoice to ONIC Corporate office, Attention: James Crim, Asset Manager; 101 S. Terry Ave., Orlando, FL 32805. Payment for services rendered will occur within thirty (30) days from inspection and acceptance of work performed or as



stipulated in the contract documents. No monies shall be disbursed prior to an inspection and acceptance of the work by an authorized ONIC representative and/or any outside governmental agencies. The Contractor is responsible for all work performed, including acts of God, prior to inspection and acceptance by authorized Royal American personnel.

13. The Contractor shall complete all work including any punch list items, prior to demobilizing. Work that arises after Contractor demobilizes shall be performed by an outside contractor of ONIC's choosing and back charged to this Contractor.
14. The Contractor's quote shall hold firm for a minimum of ninety (90) days.
15. The Contractor shall provide satisfactory proof that employees and lower-tier Contractors comply with Federal Immigration regulations and Federal Independent Project Manager Regulations. Contractor shall not employ any laborer who may interfere with either the execution of any work or with labor harmony at the Project site. Contractor shall not, in the performance of this contract, discriminate against any party because of race, creed, color, religion, sex or national origin.
16. The Contractor understands and agrees that directions from the Owner, Engineer, other Contractors, suppliers, field personnel, or any person other than ONIC will not be considered the basis for change orders. The Contractor shall immediately contact the ONIC if he receives any direction that will result in a change in scope or for which he feels additional compensation is required. All changes must be authorized by ONIC and agreed to ***in writing*** prior to commencing additional work.
17. The Contractor agrees to provide a list of suppliers or lower-tier Contractors and to update said list as the job progresses. In lieu of requiring a bond for work being performed, Contractor further agrees that ONIC cannot and will not be responsible to any supplier, lower-tier Contractor or any party other than suppliers and lower-tier Contractors listed. Contractor shall bind all suppliers and lower-tier Contractors by incorporating said terms and conditions, including insurance requirements, into any lower-tier agreement either by reference or in full text. Contractor further agrees to provide lien waivers documenting payments made to suppliers and lower-tier Contractors as well as documented disclosures of supplier and lower-tier Contractor accounts and payments promptly upon request from ONIC. Contractor shall indemnify and hold harmless ONIC for any actions by his lower-tier Contractors that are in violation of this contract.
18. The following items are required submittals and must be included with the Contractor's quote in order for the proposal to be considered responsive:
  - a. A copy of a current Occupational or Business license
  - b. Proof of insurance as stipulated in Item #3

## **SCOPE OF WORK**

The Contractor shall provide all materials, labor, supervision, tools, equipment, shop drawings, submittals, samples, licenses, permits, taxes, insurance, fees, and incidentals which may be necessary to remove and replace kitchen cabinets and bathroom vanities in listed apartments herein in accordance with all Federal, state and local codes, ordinances, regulations and laws for a complete job.

### **SOME POINTS OF CLARIFICATION:**

Without limitations, the following further describe the “Work” and any and all qualifications and clarifications with respect to the Work:

1. *CERTIFIED PAYROLL IS A REQUIREMENT OF THIS SUBCONTRACT.* Contractor agrees to submit Certified Payroll on a weekly basis, beginning the first week workers are on the Project, and acknowledges that payments may be delayed if the required Certified Payroll and all other related forms are not correct, complete and current. Payroll must be submitted in triplicate, all originals, and signed in blue ink. Certified Payroll is due at the Owner’s corporate office by the close of business every Wednesday, even if Contractor did not perform work during that week. *ALL LOWER-TIER SUBCONTRACTORS HIRED BY THE CONTRACTOR MUST ALSO SUBMIT CERTIFIED PAYROLL ON A WEEKLY BASIS, EVEN IF NO WORK WAS PERFORMED DURING THAT WEEK.* Contractors’ and all lower-tier subcontractors’ Certified Payroll must be correct, complete and current in order for payment to be released.
  
2. Contractor understands and agrees that all lower-tier subcontractors hired for this Project must submit the paperwork listed herein; Subcontractor shall contact ONIC corporate office to obtain the necessary paperwork.
  - Lower-Tier Subcontract form for each lower-tier subcontractor being used on the project.
  - DUNS number and FEIN for each lower-tier subcontractor; this information is required for Federal reporting purposes and must be on file for all subcontractors and lower-tier subcontractors working on the Project
  - Copy of the actual contract between this Subcontractor and each lower-tier subcontractor being used on the project.
  - Proof of insurance coverage for each lower-tier subcontractor as stipulated herein
  - Contractor Certification duly signed and dated by the authorized representative for each lower-tier subcontractor.
  - Certificate from Contractor Appointing Officer, reflecting the correct Project Name and Project Number, for each lower-tier subcontractor.
  - Form HUD 4010, initialed by the authorized representative for each lower-tier subcontractor
  - Wage Determination #FL20220077 01/07/2022, (or latest date) initialed by the authorized representative for each lower-tier subcontractor.
  
3. Roof Replacement:

- a. Replace shingles, underlayment, and decking with GAF 30 year Architectural Shingles or equivalent if approved by owner.
  - b. Replace any rodded fascia with 2" X 8" Rough Sawn Cedar with 1" X 2" PT at drip edge.
  - c. Replace any damaged soffit to match existing.
  - d. Remove existing deteriorated roofing down to the sheathing and re-nail deck in accordance with Building code requirements. Promptly haul away all related roofing debris and sweep area with magnet for nails.
  - e. Replace any wood deck as needed.
  - f. Provide and Install synthetic underlayment in accordance with project documents.
  - g. Provide and Install self-adhered and code approved modified bitumen membrane in all valley conditions and flat roofing portions of the buildings.
  - h. Provide and Install "Pre-Painted" Eave Drip (White, Black, or Brown) in accordance with project document requirements.
  - i. Provide and Install new lead boot flashing for VTR's (Vent, Plumbing, and Kitchen Stacks) and Exhaust vent covers.
  - j. Provide and Install Architectural fiberglass shingles (Mildew Resistant) in accordance with manufacturer's recommended installation procedures (Standard color should be chosen by owner)
  - k. 6" Gutter and Downspout replacement
  - l. Gutter Guards (by Gutterglove or equivalent) 6" Stainless Steel Micro-Mesh Gutter Guard.
4. Replace Exterior Doors
- a. Replace 40 framed doors with "36 in. x 80 in. Premium 6 Panel Left Hand In-swing Plastpro, Smooth Skin - six panel door."
  - b. Paint doors
  - c. Reinstall Existing Hardware
  - d. Replace interior/exterior molding and paint.
  - e. Paint and install new unit number signs
5. Replace Light Fixtures
- a. Remove and replace 40 front porch lights. Bid to include \$200 per light material costs (Light to be selected by ONIC – Callahan Oaks, LLC).
  - b. Bid includes all labor to perform replacement.

# Callahan Oaks Bid Sheet

## CONTRACTOR'S ACKNOWLEDGEMENT

I acknowledge and agree to the terms and conditions as described herein and propose to perform the work at **Callahan Oaks** for the following amount:

**Bid includes complete re-roof of all buildings including, but not limited to:**

- Roof removal and disposal
- Gutter removal and disposal
- Re-nailing of deck to meet code
- Secondary Water barriers as required by code
- New 2.5" Drip edge as required by code
- Roof venting as required
- Gutter Guards by (Leaf Filter, Gutter Helmet or equivalent)
- Bid Bond
- Performance Bond
- Payment Bond

New Roof Total:	\$ _____ Total
1/2" Sheathing replacement	\$ _____ per piece
2" X 8" R.S. Cedar Fascia Replacement	\$ _____ per linear foot
<u>Entry Door Replacement</u>	
Replacement of 40 Framed Doors (Material)	\$ _____ Total
Replacement of 40 Framed Doors (Labor)	\$ _____ Total
<u>The Bid includes Porch Light Change Out</u>	
Porch Light Change out Labor	\$ _____ Total
Porch Light Material (40 EA @ \$200) (Porch Light has not been sourced yet)	\$ 8,000
General Conditions	\$ _____ Total
Payment and Performance Bond	\$ _____ Total

Work to be completed in \_\_\_\_\_ days from Notice to Proceed including material procurement.

Name of General Contractor \_\_\_\_\_

TOTAL BID \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME and TITLE

\_\_\_\_\_  
DATE

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

Email: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

**BIDDER AGREEMENT FORM**

Review and initial the agreements below.

1. Bidder confirms they are fully licensed to perform the project identified in this IFB and is in compliance with all state and federal laws applicable to such work. Documentation demonstrating such compliance must also be included in each and every bid package. \_\_\_\_\_
2. Bidder is not currently under suspension or debarment by the federal government, the State of Florida, or any other government entity. \_\_\_\_\_
3. Neither the bidder nor any of their proposed subcontractors is on the State of Florida's convicted vendor's list or discriminatory vendor's list. \_\_\_\_\_
4. Bidder will provide a drug-free workplace. Bidder shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide implementation in 2 CFR part 182. \_\_\_\_\_
5. Bidder confirms that neither the bidder, nor any of its affiliates, subsidiaries, directors, officers or employees are currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any contract involving state, federal or local government funds. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**PRINTED NAME and TITLE**

\_\_\_\_\_  
**DATE**

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

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

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**LIST OF EXHIBITS**  
**Callahan Oaks Apartments**  
**BID DOCUMENTS**

**All bid documents can be downloaded from the homepage of ONIC – Callahan Oaks, LLC website ([orlandoneighborhood.org](http://orlandoneighborhood.org)) beginning on Tuesday, February 22<sup>nd</sup> at 5:00pm. The documents shall be available in portable data file (.pdf) format.**

**Exhibit A:** Callahan Oaks Apartments – Bid Package Scope of Work

**Exhibit B:** Federal Labor Standards Provisions/Labor Relations Letter (LR-96-01)/Personnel and Participant Conditions/Section 3 Reference Guide/Wage Determination/

**Exhibit C:** Callahan Oaks Original Drawings (Fugleberg Koch Architects)\*

**Exhibit D:** Bidder Agreement Form

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)( 2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5. 5(a)(1 )(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5. 5( a)( 4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer' s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5. 5 (a)(1 )(ii) and the Davis-Bacon poster (WH-1321 ) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

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

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

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

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

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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**(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.



Office of Labor Relations  
***LABOR RELATIONS LETTERS***

**Date: October 26, 2006 (Rev 1)**

**Letter No. LR 2004-01**

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

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

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

**I. Statutory provisions and prior guidance**

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

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

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

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

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

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

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

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

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

their obligations to create and maintain records demonstrating their compliance with HUD-determined prevailing wage requirements.

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

### **III. Recordkeeping requirements**

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

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

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

### **IV. Payroll deductions and frequency of wage payments**

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

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

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

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

**VI. Compliance monitoring and employee interviews**

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

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

[www.hud.gov/offices/olr](http://www.hud.gov/offices/olr)

/S/

Edward L. Johnson

Director

Office of Labor Relations

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<sup>4</sup> Available at HUDClips ([www.hudclips.org/cgi/index.cgi](http://www.hudclips.org/cgi/index.cgi)) and the Office of Labor Relations web site ([www.hud.gov/offices/olr](http://www.hud.gov/offices/olr)).



## PERSONNEL AND PARTICIPANT CONDITIONS

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

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

2. **Equal Employment Opportunity.** Bidder shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause. Any contracts entered into by Bidder shall include a provision for requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that is an Equal Opportunity/Affirmative Action employer. Bidder shall keep records and documentation demonstrating compliance with these regulations.

3. **Compliance with Davis-Bacon Act.** Bidder shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Any construction contracts entered into by Bidder shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. Bidder shall also place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination. If the attached Wage decision is no longer current at the time of contracting, Bidder must ensure that a current copy is used. Bidder shall ensure that a current copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH-1521) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. Bidder shall also require the contractor to obtain weekly certified payroll reports. Bidder shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be submitted to the City for review on a monthly basis.

4. **Copeland "Anti-Kickback" Act.** Bidder shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the City for review on a monthly basis.

**5. Contract Work Hours and Safety Standards Act:** Bidder agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the City for review on a monthly basis.

**6. Handicapped Accessibility Requirements.** Bidder shall construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131), Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall keep records demonstrating compliance with these regulations.

**7. Utilization of Minority/Women's Business Enterprises.** Bidder will use its best efforts to ensure that minority/women's business enterprises are afforded the opportunity and included for consideration for participation in all construction, supply or service contracts or in the performance of this Agreement. Bidder shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Any contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall keep records demonstrating compliance with this provision including the affirmative steps taken to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts.

**8. Political Activities.** Bidder shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. Bidder further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

**9. Anti-Lobbying Provision.** Bidder shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Bidder and any contractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying". Bidder shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

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

Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" who exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. "Person" includes employees, agents,

consultants, officers, elected officials, appointed officials, or of any designated public agencies or of subrecipients receiving CDBG funds. Bidder agrees that it will establish and adopt safeguards to prohibit members, officers, employees and the like from using positions for a purpose that is or gives the appearance of being motivated for private gain for themselves or others with whom they have family, business, or other ties. Bidder shall also keep records supporting requests for waivers of conflicts.

**11. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.**

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

**12. Faith-Based Activities.**

(a) Equal treatment of program participants and program beneficiaries.

(1) Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.

(c) Religious Identity. A religious organization that is a recipient or subrecipient of CDBG program funds will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

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

13. **Drug Free Workplace.** Bidder will provide a drug-free workplace. Bidder shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. Lighthouse shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements". Bidder will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

14. **Program Requirements.** Bidder agrees to comply and carry out all of its activities in accordance with the program requirements set forth in 24 CFR 570, subpart K.

15. **Fair Housing Act and Nondiscrimination and Equal Opportunity in Housing under E.O. 11063.** Bidder shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.

16. **Resident Aliens.** Bidder shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

17. **Debarment and Suspension.** Bidder shall comply with the debarment and suspension requirements set forth in 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR Part 2424. Bidder shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that Bidder has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Bidder shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and a copy of the sheet documenting that the federal debarment list was checked.

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

# Section 3 Reference Guide

Additional instructions and documents needed to meet the new requirements for Section 3 reporting will be provided during the Pre-Construction Conference to the contractor awarded for this project.

## Section 3 Reference Guide

Last Updated: 11/17/2021

**Purpose:** In October of 2021, Title 24 was amended to include new reporting requirements for Section 3 to include a component in IDIS. Previously, Section 3 reporting was paper records kept on file for monitoring/auditing purposes.

**Goal:** The goal of Section 3 is to increase employment opportunities for low-income persons through HUD funded construction projects.

**About:** Section 3 is found in Title 24 Part 75 and outlines definitions, applicability, requirements, recordkeeping, and compliance. Projects are designated as Section 3 when housing rehabilitation, housing construction, and other public construction projects exceeds a threshold of \$200,000. However, there is one exception: if it is a Lead Hazard Control project than the threshold is \$100,000. Majority of the Section 3 required projects will fall under the CDBG Public Facilities and Housing designation.

### Definitions:

- Labor Hours – the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.
- Low-Income Person – a person meeting the criteria of low-income based on area HUD income limits.
- Section 3 Business Concern – a business that is at least 51% owned and controlled by a low- or very low-income person, over 75% of the labor hours over the prior 3-months are by Section 3 workers, or is at least 51% owned and controlled by public housing residents or residents who currently live in Section 8-assisted housing.
- Section 3 Worker - Any worker whose income for the previous or annualized year is below the income limit established by HUD, is employed by a Section 3 Business Concern, or is a YouthBuild Participant.
- Targeted Section 3 Worker - Any worker who is employed by a Section 3 Business Concern, who currently fits or when hired is a resident of public housing or Section 8-assisted housing, a resident of other public housing projects, or is a YouthBuild Participant.
- YouthBuild Programs - programs receiving assistance under the Workforce Innovation and Opportunity Act.
- Service Area of the Neighborhood of the Project - an area within one-mile of the Section 3 project or, if fewer than 5,000 people live within one-mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people.

### Implementation Process:

1. The responsibility for Section 3 falls on the subrecipients to inform potential contractors through the bid process of the Section 3 requirements.
  - Due Diligence Opportunity: a "Contractor List" of companies that hire Section 3 workers is made available for the subrecipients to send the bid packet to.
  - Due Diligence Opportunity: Review the HUD Section 3 Business Registry and send bid packet to available contractors. <https://hudapps.hud.gov/OpportunityPortal/>
2. The contractor is responsible for documenting their workers as Section 3 at the beginning of the project using the "Employee Tracking" form. We recommend having each employee on the project complete the "Income Self Certification" form as the contractor may not know the full financial situation of their worker. As new employees are added throughout the project, be sure to add them to the "Employee Tracking" form and complete the "Income Self Certification" form. The contractor is responsible for storing these forms in the event HUD audits the program.
3. If the contractor has open positions to fill, they can advertise specifically to Section 3 workers:
  - Due Diligence Opportunity: send job description to "Employee Recruitment" agencies that provide services to Section 3 qualified workers.
  - Due Diligence Opportunity: post the job description in a one-mile radius of the project location. Recommended locations are community centers, libraries, and other public posting sites.
  - Due Diligence Opportunity: participate in local job fairs or conduct your own job fair to recruit for vacant roles.
  - Due Diligence Opportunity: Post available positions on the HUD Opportunity Portal. <https://hudapps.hud.gov/OpportunityPortal/>
4. Once the contractor has identified the Section 3 workers, providing opportunities for career development and life-skill education is encouraged.
  - Due Diligence Opportunity: Provide employees with the "Area Opportunities" handout with details on the available financial literacy trainings, vocational/technical trainings, and other employment trainings.

**Reporting:** Section 3 report is due at the end of the project along with the final invoicing.

"General Decision Number: FL20220077 01/07/2022

Superseded General Decision Number: FL20210077

State: Florida

Construction Type: Residential

County: Orange County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/07/2022

\* ENGI0673-009 05/01/2021

Rates	Fringes
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POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro Crane, Locomotive Crane, Tower Crane, Truck Crane. ....	\$ 32.62	12.00
Gantry Crane, Bridge Crane..	\$ 28.81	12.00
Oiler.....	\$ 27.08	12.00
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IRON0808-003 02/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.28	14.70

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SUFL2009-116 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Form Work....	\$ 11.85	3.29
CEMENT MASON/CONCRETE FINISHER...	\$ 12.19	0.00
ELECTRICIAN.....	\$ 11.98	0.00
FENCE ERECTOR.....	\$ 13.50	1.06
FORM WORKER.....	\$ 14.00	0.54
INSULATOR: Batt and Blown.....	\$ 12.01	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60	0.00
IRONWORKER, REINFORCING.....	\$ 16.88	0.00
LABORER: Common or General.....	\$ 9.50	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00
LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56	0.00
OPERATOR: Bulldozer.....	\$ 12.14	0.00
OPERATOR: Distributor.....	\$ 11.57	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 11.10	0.00
OPERATOR: Roller.....	\$ 11.02	0.00
OPERATOR: Screed.....	\$ 11.08	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00

OPERATOR: Tractor.....	\$ 10.20	0.00
PAINTER: Brush, Roller and Spray. ....	\$ 13.61	0.00
PLASTERER.....	\$ 13.59	0.00
PLUMBER. ....	\$ 15.04	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs). ....	\$ 13.33	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 9.95	0.00
TRUCK DRIVER, Includes Dump Truck. ....	\$ 10.22	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.78	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

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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.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"