

**Invitation to Bid**

***For***

***Counseling Connections for Change, Inc.***

***2023 Facility Rehabilitation Project***

**BIDS DUE: February 22, 2024 @ 2:00 P.M. CST**

**COUNSELING CONNECTIONS FOR CHANGE, INC.**

**2549 Roy Road**

**Pearland, TX 77581**

**(281) 485-9280**

**<https://counselingconnections.org>**

The project scope of work and funding involving this Invitation to Bid are subject to federal uniform administrative requirements, rules and regulations, including but not limited to certain federal Anti-Collusion and Conflict of Interest regulations, equal employment opportunity; including the **Davis–Bacon Act, HUD Section 3 requirements, environmental standards, and debarment exclusions.**

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**Section I - Executive Summary and Other Information**

Counseling Connections for Change, Inc. is accepting bids from General Contractors to complete the scope of work defined in this Invitation To Bid (ITB).

**Bids shall be received no later than 2:00 P.M., CST, Thursday, February 22, 2024.** Invitation to Bid forms, specifications and all necessary information may be obtained from Counseling Connections for Change, Inc.'s website: <https://counselingconnections.org>. The lowest, responsible bid will be awarded the contract. Interested bidders must be registered in the System for Award Management (SAM.gov) system and cannot be debarred and/or suspended from doing business with the federal government.

**Submissions received after the deadline stated herein will not be considered for the award** of the contract and shall be considered void and unacceptable. All bids submitted electronically will remain confidential until the opening date and time when they will be publicly unsealed, and names of offerors read aloud at 2549 Roy Road, Pearland, TX 77581 and posted on the agency website at [www.counselingconnections.org](http://www.counselingconnections.org).

**Prospective respondents must download required documents** as found on the home screen tab on website referenced above, complete all required documents, and submit them as part of the solicitation response as stated herein. The preferred delivery method for all submission forms is by email to [dawn@counselingconnections.org](mailto:dawn@counselingconnections.org) with subject line ITB.

**All questions regarding this Invitation to Bid should be submitted via email to [dawn@counselingconnections.org](mailto:dawn@counselingconnections.org) with subject line "ITB", or by hand delivery to 2549 Roy Road, Pearland, TX 77581** no later than 5:00 P.M. Friday, February 2, 2024 for either delivery method. Responses will be posted on the agency website (<https://www.counselingconnections.org/>) under the home screen tab entitled: "Questions and Answers to Bidder Inquiries" no later than February 12, 2024 5:00 P.M. The schedule below is provided for respondents to manage all required responsibilities and optional activities associated with the submission of a successful response to the solicitation:

- |   |  |
|---|--|
| ● January 10, 2024 and January 17, 2024   | 1 <sup>ST</sup> & 2 <sup>nd</sup> Public Advertisement |
| ● January 22, 2024 8:00 a.m. - 10:00 a.m. | Optional Site Visit                                    |
| ● January 26, 2024 3:00 p.m. - 5:00 p.m.  | Optional Site Visit                                    |
| ● February 2, 2024 by 5:00 p.m.           | Final Questions Due                                    |
| ● February 12, 2024 by 5:00 p.m.          | Responses to Questions                                 |
| ● February 12, 2024                       | Posting of <b>Final</b> Wage Determination*            |
| ● February 22, 2024 at 2:00 p.m.          | Final Bids Due and Bid Opening                         |

*\*Please note: Bidders are responsible for checking the FINAL Wage Determination posted on the agency's website on 2/12/2024 ([www.counselingconnections.org](http://www.counselingconnections.org)) for any wage changes that may allow bidders to adjust proposed bid costs due to changes in prevailing wages.*

## **SECTION II – Project Location and Facility Description**

### *Project Location*

- 2549 Roy Road, Pearland, TX 77581

### *Facility Description*

The current counseling center is a single-story structure owned by Counseling Connections for Change, Inc. It was originally constructed in 1954 as a 1,986 square foot residential home and was converted to a business structure serving children and families through mental healthcare services. Additional improvements divided open spaces into offices, and a carport along with a walkway was added. The focus of improvements related to this solicitation involves the rehabilitation and repair of the existing counseling center.

### *Site Visit/Inspection*

Prospective Offerors will have two opportunities to visit the site for the purpose of gaining direct perspective about the facility and the target area for improvements:

- Optional Site Visit - Option 1 January 22, 2024 (8:00 a.m. – 10:00 a.m.)
- Optional Site Visit - Option 2 January 26, 2024 (3:00 p.m. – 5:00 p.m.)

Any special assistance for those with visual and/or hearing impairments, other disabilities, and/or language services due to Limited English-Speaking Proficiency must request assistance no later than 48 hours of business days (M-F: 8am – 5pm) by contacting Counseling Connections for Change at dawn@counselingconnections.org. Reasonable accommodation will be made to assist with such needs.

## **SECTION III – Scope of Work and Bid Lines**

The general scope of work involves making repairs and retrofit improvements to aged and damaged items throughout the 1,986 square foot facility. The structure, originally built as a residential property, has been redesigned for commercial use as a social services facility, with hallways, offices, and programming spaces that allow the agency to serve its patients/clientele. The specific items to be bid are included in the table below, but an attachment for the purpose of actually completing the bid spec document is included (Attachment A). The table below is for informational purposes only. The successful bidder should also be prepared to complete very minor repairs to small areas of drywall/sheetrock that have blemishes, cracks, light damage “here and there,” as part of the expectation that the finished product includes light refinishing and “paint to match” throughout the facility. A small allowance for this “contingency” can be budgeted for and incorporated into the scope of work once the successful offeror is identified and selected. Otherwise, Attachment A contains the items that are to be used to enter bids.

	<b>Item Description</b>	<b>Units</b>	<b>Unit of Measure</b>
<b>#</b>	<b>CURRENT FRONT ENTRY (FACING NORTH)</b>		
1	Demolition of Ramp with Railing	95.00	SF
2	Demolition of Deck with Railing	153.00	SF
3	Demolition of Walkway with Railing	78.00	SF
4	Removal and Replacement of Front Entry Door with Window	42.00	SF
	<b>NEW ENTRANCE (WEST-FRONT)</b>		
5	Demolition of west facing window	50.00	SF
6	Install ADA automatic swinging door	28.00	SF
7	Construct/install metal covered landing	168.00	SF
8	Install metal-covered wooden walkway with ADA ramp up to landing with rails and round metal grab bars	125.00	SF
	<b>South-Facing Entrance</b>		
9	Remove concrete steps	1	Each
10	Brick up south facing door	24.00	SF
	<b>EXTERIOR PROPERTY VIEW (EAST-BACK)</b>		
11	Demo wooden walkway leading up to the back entrance of the building (north to south/east to west)	20.00	SF
12	Construct new wooden walkway directly adjacent to building for back entrance (north/south)-ADA compliant	30.00	SF
13	Construct attached ramp with railing and round metal grab bars-ADA Compliant (1:16)	6.00	SF
14	Construct landing for back entrance (east side)	42.00	SF
15	Construct metal covered landing for back door	42.00	SF
16	Install ADA automatic swinging door	28.00	SF
	<b>LOBBY ENTRANCE</b>		
17	Remove doorway and enclose via construction of a wall of the same dimensions.	24.00	SF
	<b>ROOM B</b>		

18	Widen doorways to 36" ADA accessible in Room B -ADA compliant lever handles	1	Each
19	Widen closet door to 36" ADA accessible in Room B -ADA compliant lever handles	1	Each
<b>ROOM C</b>			
20	Widen both closet doors to 36" ADA accessible-ADA compliant lever handles	1	Each
21	Replace door handle-ADA compliant lever handles	1	Each
<b>ROOM D</b>			
22	Widen doorways to 36" ADA accessible in Room D-ADA compliant lever handles	1	Each
23	Widen closet door to 36" ADA accessible -ADA compliant lever handles	1	Each
24	Widen bathroom door to 36" ADA accessible-ADA compliant lever handles	1	Each
25	Grab Bar Installation in Room D Bathroom - ADA Compliant	1	Each
<b>BATH 1</b>			
26	Replace with vinyl flooring in bathroom 79" x 95"	1	Each
27	Replace door handle-ADA compliant lever handles	1	Each
<b>KITCHEN</b>			
28	Demo Kitchen Countertop 119"L x 25"W x 35"H	60.00	SF
29	Kitchen Countertop Reconstruction w/ Height Adjustment - ADA compliant 119"L x 25"W	60	SF
30	Kitchen Sink Replacement and Related Plumbing (stainless)	6.00	SF
31	Replace with vinyl flooring throughout the kitchen	120.00	SF
32	Replacement door Handles - ADA Compliant lever handles	1	Each
33	Construct lockable security closet under water heater cabinet with 3-15 inch shelves from top	40.00	SF
<b>ADMIN SUITE</b>			
34	Remove and rebuild/relocate interior north wall of Operations Room by 8"	56.00	SF
35	Install 36" ADA accessible doorway-ADA Compliant lever handles	1	Each
36	Replace door handle-ADA compliant lever handles	1	Each

	<b>NORTH HALLWAY</b>		
37	Hallway 3' x 3' ramp from admin suite – adjust from 1':12" to 1':16" for ADA Compliance	1	Each
38	Remove doorway and close off with sheetrock	21.00	SF
39	Remove window AC; replace with sheetrock (exterior brick replaced)	4.00	SF
	<b>Room A</b>		
40	Install 36" ADA Compliant door from Room A to Admin Suite -ADA Compliant lever handles	1	Each
	<b>Play Room</b>		
41	Install 36" ADA accessible doorway to Play Room-ADA Compliant lever handles	1	Each
42	Remove 2nd doorway to play room and sheetrock	21.00	SF
	<b>Group Room</b>		
43	Remove closet	224.00	SF
44	Install wall to form hallway	864.00	SF
45	Separate switch to control hall lighting	1	Each
46	Divide group room with wall	96.00	SF
47	Remove current stairs entering Group room	5.00	SF
48	Elevate Flooring to match Base Floor Elevation (estimated 16" – 18" and no elevation of the slab)	414.00	SF
49	Remove window seating on west side of room	36.00	SF
50	Remove window seating on east side of room	30.00	SF
51	Remove west facing exit door (close off and replace with sheetrock & exterior bricks to match current style)	21.00	SF
52	Remove east facing exit door (close off and replace with sheetrock & exterior bricks to match current style)	1	Each
53	Remove window unit above east facing exit door and repair with sheetrock and exterior brick	2.00	SF
54	Calk and install flashing on windows to prevent leaks	15	Each
55	Construct accessible entry on northwest corner of building- ADA compliant automatic open/close swing door	28.00	SF
56	Construct new exterior ramp for accessible entry on northwest corner of building	132.00	SF
	<b>Room E</b>		

57	Install 36" ADA Compliant doorway to the northwest corner of the room-ADA Compliant lever handles	1	Each
58	Installation of switch to control room lighting	1	Each
59	Installation of electrical outlets	2	Each
<b>Room F</b>			
60	Install 36" ADA Compliant doorway to the southwest corner of the room-ADA Compliant lever handles	1	Each
61	Installation of switch to control room lighting	1	Each
62	Installation of electrical outlets	2	Each
<b>Electrical</b>			
63	Breaker replacement to code	1	Each
64	Full Structure electrical rewire	1	Each
<b>Debris Removal</b>			
65	Removal and haul off of all debris	1	Each

The Bid Table above is provided as an additional attachment (Attachment A) and should be used to enter and submit all bids for the project.

**SECTION IV – Submission of Bids**

Responses to this ITB shall be submitted via email to **dawn@counselingconnections.org**. Please reference Section I: EXECUTIVE SUMMARY AND OTHER INFORMATION section on Page 3 of this solicitation document for specific information about the applicable submission requirements. If for any reason, you are unable to complete the submittal package electronically, you may submit a hard copy of your proposal to:

Dawn Lawless  
 Counseling Connections for Change, Inc.  
 2549 Roy Road, Pearland, TX 77581

Submittals shall be placed in a sealed envelope and signed by a person having the authority to bind the Firm in a contract and should be marked ON THE OUTSIDE OF THE SUBMITTAL ENVELOPE, clearly with 2023 Facility Rehabilitation Project.

**SECTION V - Selection Criteria**

Lowest responsible bid.



**SECTION VI - Contract**

The General Contractor will be required to enter into a contract with Counseling Connections for Change, Inc. in an agreement that complies with the U.S. Department of Housing & Urban Development (HUD) and the City of Pearland. Federal contract clauses and federal terms and conditions will be included in the final agreement between Counseling Connections for Change, Inc. and the Firm. These will include, but are not limited to: Termination for Convenience, Performance and Payment Bond, Conflict of Interest, Anti-Collusion, Lobbying, Debarment and Suspension/Exclusion, Non-Discrimination (Title VI Compliance), HUD Section III requirements, and others. Attachment B provides specific details of all required contract clauses. Attachment C is the Wage Determination document for reference.

**SECTION VII – Questions, Clarification, and Inquiries**

ALL Questions are due no later than 5:00 p.m., Friday, February 2, 2024, and must be sent in writing via email to [dawn@counselingconnections.org](mailto:dawn@counselingconnections.org) or may be delivered directly to Counseling Connections for Change, Inc. at 2549 Roy Road, Pearland, Texas 77581.

NOTE: No submitting firm shall, directly or indirectly, engage in any conduct (other than the submission of the ITB or other prescribed submissions and/or presentations before the Selection Committee or Board Initiatives Committee) to influence any employee or board member concerning the award of a contract because of this solicitation. Violation of this prohibition may result in disqualification of the bidder.

Attachment A – Bid Items

	<b>Item Description</b>	<b>Units</b>	<b>Unit of Measure</b>	<b>Proposed TOTAL (Not Per Unit) Cost</b>
<b>#</b>	<b>CURRENT FRONT ENTRY (FACING NORTH)</b>			
1	Demolition of Ramp with Railing	95	SF	
2	Demolition of Deck with Railing	153	SF	
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	<b>South-Facing Entrance</b>			
9	Remove concrete steps	1	Each	
10	Brick up south facing door	24	SF	
	<b>EXTERIOR PROPERTY VIEW (EAST-BACK)</b>			
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15	Construct metal covered landing for back door	42	SF	
16	Install ADA automatic swinging door	28	SF	
	<b>LOBBY ENTRANCE</b>			
17	Remove doorway and enclose via construction of a wall of the same dimensions.	24	SF	

Attachment A – Bid Items

	<b>ROOM B</b>			
18	Widen doorways to 36" ADA accessible in Room B -ADA compliant lever handles	1	Each	
19	Widen closet door to 36" ADA accessible in Room B -ADA compliant lever handles	1	Each	
	<b>ROOM C</b>			
20	Widen both closet doors to 36" ADA accessible-ADA compliant lever handles	1	Each	
21	Replace door handle-ADA compliant lever handles	1	Each	
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22	Widen doorways to 36" ADA accessible in Room D-ADA compliant lever handles	1	Each	
23	Widen closet door to 36" ADA accessible -ADA compliant lever handles	1	Each	
24	Widen bathroom door to 36" ADA accessible-ADA compliant lever handles	1	Each	
25	Grab Bar Installation in Room D Bathroom - ADA Compliant	1	Each	
	<b>BATH 1</b>			
26	Replace with vinyl flooring in bathroom 79" x 95"	1	Each	
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	<b>KITCHEN</b>			
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31	Replace with vinyl flooring throughout the kitchen	120	SF	
32	Replacement door Handles - ADA Compliant lever handles	1	Each	
33	Construct lockable security closet under water heater cabinet with 3-15 inch shelves from top	40	SF	

Attachment A – Bid Items

<b>ADMIN SUITE</b>				
34	Remove and rebuild/relocate interior north wall of Operations Room by 8"	56	SF	
35	Install 36" ADA accessible doorway-ADA Compliant lever handles	1	Each	
36	Replace door handle-ADA compliant lever handles	1	Each	
<b>NORTH HALLWAY</b>				
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48	Elevate Flooring to match Base Floor Elevation (estimated 16" – 18" and no elevation of the slab)	414	SF	
49	Remove window seating on west side of room	36	SF	
50	Remove window seating on east side of room	30	SF	
51	Remove west facing exit door (close off and replace with sheetrock & exterior bricks to match current style)	21	SF	

Attachment A – Bid Items

52	Remove east facing exit door (close off and replace with sheetrock & exterior bricks to match current style)	1	Each	
53	Remove window unit above east facing exit door and repair with sheetrock and exterior brick	2	SF	
54	Calk and install flashing on windows to prevent leaks	15	Each	
55	Construct accessible entry on northwest corner of building- ADA compliant automatic open/close swing door	28	SF	
56	Construct new exterior ramp for accessible entry on northwest corner of building	132	SF	
<b>Room E</b>				
57	Install 36" ADA Compliant doorway to the northwest corner of the room-ADA Compliant lever handles	1	Each	
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<b>Room F</b>				
60	Install 36" ADA Compliant doorway to the southwest corner of the room-ADA Compliant lever handles	1	Each	
61	Installation of switch to control room lighting	1	Each	
62	Installation of electrical outlets	2	Each	
<b>Additional Alternates</b>				
<b>Electrical</b>				
63	Breaker replacement to code	1	Each	
64	Full Structure electrical rewire	1	Each	
<b>Debris Removal</b>				
65	Removal and haul off of all debris	1	Each	

**Grand Total of All Bid Items**

\$ \_\_\_\_\_.

"General Decision Number: TX20230233 10/13/2023

Superseded General Decision Number: TX20220233

State: Texas

Construction Type: Building

County: Brazoria County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or 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).

<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 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 2023.</li> </ul>

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	03/17/2023
3	05/05/2023
4	08/25/2023
5	09/01/2023
6	10/13/2023

ASBE0022-009 07/03/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 28.35	16.02

\* BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

CARP0551-009 04/01/2021

	Rates	Fringes
CARPENTER (Excludes Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 25.86	9.08

\* ELEC0716-005 08/29/2023

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 34.50	10.41

ELEV0031-003 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.15	37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

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

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ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

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IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

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IRON0135-002 09/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 34.35	14.44

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\* PLUM0068-002 10/01/2023

	Rates	Fringes
PLUMBER.....	\$ 34.86	11.68

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PLUM0211-010 10/01/2022

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 38.03	12.66

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SHEE0054-003 04/01/2020



	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation).....	\$ 29.70	13.85

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\* SUTX2014-008 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 16.41	3.98
BRICKLAYER.....	\$ 19.86	0.00
CAULKER.....	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.33 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only).....	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 18.00	1.68
FLOOR LAYER: Carpet.....	\$ 20.00	0.00
FORM WORKER.....	\$ 12.57 **	0.00
GLAZIER.....	\$ 19.12	4.41
INSULATOR - BATT.....	\$ 14.87 **	0.73
IRONWORKER, REINFORCING.....	\$ 12.10 **	0.00
LABORER: Common or General.....	\$ 10.55 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.86 **	0.00
LABORER: Pipelayer.....	\$ 12.94 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00

LABORER: Landscape and Irrigation.....	\$ 9.49 **	0.00
LATHER.....	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.56 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 20.77	0.00
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.64 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 16.77	4.51
ROOFER.....	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.05	4.19
SHEET METAL WORKER (HVAC Unit Installation Only).....	\$ 19.67	2.24
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.17	9.70
TILE FINISHER.....	\$ 12.00 **	0.00
TILE SETTER.....	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 14.95 **	5.23

TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11
WATERPROOFER.....	\$ 14.39 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION

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# General Contract Conditions for Small Construction/Development Contracts

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/1/2014)

**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$\_\_\_\_\_ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$\_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally
- (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or
  - (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor



breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### **9. Examination and Retention of Contractor's Records**

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### **10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### **11. Energy Efficiency**

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### **12. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### **13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)**

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### **14. Labor Standards - Davis-Bacon and Related Acts**

##### **(a) Minimum Wages.**

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved 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 regular 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 in 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 all the following criteria have been met:
    - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (b) The classification is utilized in the area by the construction industry; and
    - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (ii) 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 shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
  - (iii) 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 of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
  - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) 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.
- (4) 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.

- (b) **Withholding of Funds.** 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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.
- (c) **Payrolls and Basic Records.**
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) 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; and
- (C) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

- (d) **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 (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

- (e) **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 in 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 in 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 in the wage determination for the classification of 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 in 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.

- (f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) **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.
- (j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause 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 the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) **Certification of Eligibility.**
- (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.