

## NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, June 30, 2014**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

**BID No. 2014-102**  
**MEMORIAL PARK TENNIS COURT LIGHTING PROJECT**  
**GRANT # B-13-MC-48-0503**

**If Hand-delivering Bids:**

415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):**

City of Edinburg  
c/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

**If Mailing Bids:**

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

This project is being funded in whole or in part by the Community Development Block Grant Program (CDGB). All federal CDBG requirements will apply to the contract. Bidders on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards (24 CFR Part 85(e)), affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, and all contract provisions listed in 24 CFR Part 85.36(i).

Wage rates paid on construction work for this project shall be at least equal to the Davis-Bacon federal wage rates and HUD 4010, federal labor standards.



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



**Contractors and all subcontractors are required to register at the System for Award Management at [www.sam.gov](http://www.sam.gov). All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.**

**“The City of Edinburg is an Equal Employment Opportunity Employer”**

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.**

**If you have any questions or require additional information regarding this bid, please contact Mr. Luis Rodriguez, Director of Community Services, at (956) 292-2109.**

The project in general, includes, but is not limited to, the following:

**The project consists of providing the necessary labor, equipment, supervision, and expertise needed to install tennis court lighting at Memorial Park located on 22<sup>nd</sup> and Sprague Street, Edinburg, Texas.**

The project shall be a complete and operational system capable of providing the functions intended. Blue prints may be obtained by interested parties at:

City of Edinburg  
Service Center  
1201 North Doolittle Road.  
Edinburg, Texas 78541

A pre-bid conference will be held at **10:30 a.m., Monday, June 16, 2014** at the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, located at 415 W. University Drive, Edinburg, Texas. All prospective bidders are encouraged to attend.

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the date fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the

City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

NOTICE TO BIDDERS

1. Receipt and opening of Bids:

The City of Edinburg (herein called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled. Bids will be received by the Owner at the office of: The City Secretary until Three o'clock p.m., Standard Time, Monday, June 30, 2014, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to CITY OF EDINBURG C/O CITY SECRETARY at 415 W. UNIVERSITY DRIVE, P.O. BOX 1079, EDINBURG, TEXAS 78540-1079.

Bids shall be sealed and marked prominently on the lower left hand corner of the bid envelope for:

**BID NO. 2014-102 – MEMORIAL PARK TENNIS COURT LIGHTING PROJECT**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement there considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation of Bids: Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid process must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:
- a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and,
  - b. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontractor award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
4. Telegraphic Modifications: Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time; and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the

sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding: The Owner invites the following bid(s):
6. Qualifications of Bidder: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7. Bid Security: Each bid must be accompanied by cash, certified check, or bank cashier's check in the amount not less than five percent (5%) of the bid. Bid bonds shall be accepted as bid security. Such cash, or checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, or checks will be returned promptly after the Owner and the accepted bidder have executed the contract, or, opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
8. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
10. Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
11. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to:

Lorena Fuentes, Purchasing Agent at 415 W. University Drive, Edinburg, Texas 78541 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
14. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:
  - a. Inspection and testing of materials.
  - b. Insurance requirements.
  - c. Wage rates.
  - d. Stated allowances.
15. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
16. Method of Award-Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
17. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
  - a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971.
  - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
19. Payment and Performance Bond: A performance and payment bond will be required of the successful binder (contractor) for 100 Percent of the contract price.
20. Contract Progress Schedule: Each bid shall be accompanied by a Contract Progress Schedule. Such Schedule shall list the bidder's timetable for completion of the contract.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HUD-4238-E  
(2-66)  
(Formerly CFA-238-E)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held  
and firmly bound unto \_\_\_\_\_ as owner in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ for the payment of which, well and truly be made, we hereby jointly  
and severally bind, Heirs, our executors, administrators, successors, assigns and ourselves.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing,  
for The \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal  
\_\_\_\_\_  
Surety

SEAL

By: \_\_\_\_\_

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BID FOR UNIT PRICE CONTRACTS

Place:

Date:

Project No.:

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") \* a corporation,  
organized and existing under the laws of the State of \_\_\_\_\_, \* a partnership, or an individual doing business as  
\_\_\_\_\_.

To the \_\_\_\_\_ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of

\_\_\_\_\_ Having examined the plans and specification with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

\*Insert Corporation, partnership, or individual, as applicable.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

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Bidder agrees to perform all the road reconstruction work described in the specifications and shown on the plans, for the following unit prices:

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver and Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of \_\_\_\_\_ 10% \_\_\_\_\_.

(\$ \_\_\_\_\_ ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address & Zip Code)

SEAL (If bid is by a Corporation.)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
BID FOR LUMP SUM CONTRACTS

Place:

Date:

Project No.:

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a \_\_\_\_\_ (State) corporation/a partnership/an individual doing business as \_\_\_\_\_.

To the \_\_\_\_\_ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a

\_\_\_\_\_

\_\_\_\_\_

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within \_\_\_\_\_ consecutive calendar days thereafter as stipulated in the specifications.

Bidder further agrees to pay as liquidated damages, the sum of \$ \_\_\_\_\_ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_

BASE PROPOSAL: Bidder agrees to perform all of the \_\_\_\_\_  
\_\_\_\_\_ Work described in the specifications and shown on the plans for the  
sum of \_\_\_\_\_ (\$ \_\_\_\_\_). (Amount shall be shown in both words and  
figures. In case of discrepancy, the amount shown in words will govern).

ALTERNATE PROPOSALS:

Alternate No. 1: \_\_\_\_\_  
 Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
 Alternate No. 2: \_\_\_\_\_  
 Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
 Alternate No. 3: \_\_\_\_\_  
 Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
 Alternate No. 4: \_\_\_\_\_  
 Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

UNIT PRICES:

For changing quantities of work item from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Changes shall be processed in accordance with Paragraph 17(a) of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 20 of the General Conditions.

The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address & Zip Code)

SEAL (If bid is by a corporation)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall from part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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\*Attachment to Federal Labor Standards Provisions  
HUD-42385(R) Previous edition is obsolete.

## SYSTEM FOR AWARD MANAGEMENT REGISTRATION

Any business choosing to bid or provide proposals on Federal government projects must be registered in the System for Award Management (SAM). To register, please access the following internet website: <http://www.sam.gov>. To register in SAM, an entity must have a Data Universal Numbering System (DUNS) number. The DUNS Number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities.

*(If you do not have a DUNS number, go to [www.grants.gov/applicants/org\\_step1.jsp](http://www.grants.gov/applicants/org_step1.jsp) or <http://fedgov.dnb.com/webform> to obtain one.)*

System for Awards Management (SAM) is the primary federal registrant database. SAM collects, validates, stores and disseminates data on federal awards.

### PROSPECTIVE VENDORS MUST BE REGISTERED IN SAM PRIOR TO THE AWARD OF A CONTRACT

1. Does your organization have active registration status with SAM? \_\_\_ Yes \_\_\_ No
2. If so, please provide you organizations DUNS number: \_\_\_\_\_

Note: Please submit a copy of this completed form to the Community Development Department when submitting your bid package. The form can be emailed to the email address listed below or delivered to the Community Development Department is located at the Edinburg City Hall on the first floor in Suite F. Please address it to the attention of Eddie Garza, Grants Accountant. If you have any questions please call me at (956) 388-8206 or email me at [egarza@cityofedinburg.com](mailto:egarza@cityofedinburg.com). Thank you.

## SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION INFORMATION

In preparation for registration in SAM, there are several steps you should take. Among these steps are:

1. **Obtain a TIN/EIN for your business from the IRS.** (Even if your business is a sole proprietorship, it's important — because of identity-theft considerations — that you do not operate your business using your Social Security number.)
2. **Obtain a DUNS number for your business.** (Don't pay anyone for this; a DUNS number can be obtained from Dunn & Bradstreet — D&B — at no cost via the web within a day or two.)
3. **Research and identify the PSC/FSC and NAICS codes most appropriate to your business.** (Every product and service is classified by these federal numbering systems, and it's essential that you identify the codes that are applicable to your business.)
4. **Write a brief capabilities statement.** (You must have a grammatically-correct, short description of what your company does.)
5. **Identify "key words" associated with the nature of your business.** (These words should be crafted from a government buyer's perspective; in other words, think about what the government might "call" what it is you do or sell.)
6. **Make a list of business references.** (Be prepared to provide company name, contact person, dollar value, and date range of work.)

These are not all of the preparatory steps, but they are the most important ones. Plan ahead! It can take up to five days for your SAM registration to take effect because the SAM database must synchronize with D&B and IRS databases before activating your registration.

### How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. You will need your DUNS number and Employment Identification Number (EIN) or Taxpayer Identification Number (TIN).

If you have any questions please contact the Federal Service Desk at [www.FSD.gov](http://www.FSD.gov). Their phone number is (866) 606-8220.

## **EXHIBIT B**

### **REQUIRED FEDERAL CONTRACT PROVISIONS**

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(Applicable to contracts and subcontracts above \$10,000)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations,

and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## 2. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## 3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (If employer has 15 or more employees and/or bid/contract is over \$10,000)

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national 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 funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

4. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- 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 person 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 or 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 the 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.

5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

6. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

7. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The City of Edinburg, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the City's final closeout of the grant.

8. **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City of Edinburg.

9. **SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.
- E. The Contractor shall notify the City of any additional subcontractors it hires during the construction of this project.

**10. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

**11. Davis-Bacon Act (contracts over \$2,000)**

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

**Note: The applicable general wage decision applicable for this project is TX140008, approved 01/03/2014, TX8. Ten days prior to the opening of the bid**

and on the day of the bid opening a new search for an applicable wage decision will be searched at the Department of Labor (DOL) website. If there is a newer wage decision available at that time, it will be applicable to this project. Any specific job classifications that are needed during the project, but are not available on the applicable wage decision, will be requested from the DOL. This will include not only a new Job Classification, but also a wage rate that is acceptable for the type of work in the geographic area. The approved rate will be applicable retroactive to the beginning of the project.

The HUD-4010, Federal Labor Standards Provisions is applicable to this project. See Exhibit \_\_\_\_ for form HUD 4010.

**12. Copeland Anti-Kickback Act**

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to **kickback** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions. The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**13. Compliance with Contract Work Hours and Safety Standards Act (CWHSSA) (contracts over \$100,000)**

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution

**14. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)**

The Contractor, and any subsequent Subcontractors, shall take affirmative steps

to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

**15. Audits – 24 CFR Part 85.26(b)(1)**

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

**16. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611**

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or

administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the City;
- B. Any member of his/her immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

**17. Certification of Nonsegregated Facilities – E.O. 11246; 41 CFR Part 60-1.8**

The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit

directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

**18. Records Retention – 24 CFR Part 85.42(a)-(d)**

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

**19. Records Access – 24 CFR Part 85.42(e) & (f)**

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

EXHIBIT C

CONTRACTOR/SUBCONTRACTOR CERTIFICATION REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
COMPANY'S NAME

\_\_\_\_\_  
PROJECT NAME

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) The above stated company is a signatory to the developer's Section 3 Plan.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (PRINT OR TYPE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, Rick Palacios, the duly authorized and acting legal representative of City of Edinburg, do hereby certify as follows:

I have examined the attached Contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their fully authorized representatives; that said representatives have full power and authority to execute said agreements on the behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

BY: \_\_\_\_\_  
Rick Palacios, City Attorney

Date: \_\_\_\_\_

**CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

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**INSTRUCTIONS**

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This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

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**CERTIFICATION BY SUBCONTRACTOR**

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NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

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1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

---

2. Compliance reports were required to be completed in connection with such contract or subcontract.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

---

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

---

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

---

NAME AND TITLE OF SIGNER (Please type):

---

SIGNATURE

DATE

**CERTIFICATION OF CONTRACTOR (BIDDER) REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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**INSTRUCTIONS**

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This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

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**CERTIFICATION BY BIDDER**

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NAME AND ADDRESS OF BIDDER (Include ZIP Code)

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- 
1. Bidder has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.  
\_\_\_\_\_ Yes      \_\_\_\_\_ No
- 
2. Compliance reports were required to be completed in connection with such contract or subcontract.  
\_\_\_\_\_ Yes      \_\_\_\_\_ No
- 
3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.  
\_\_\_\_\_ Yes      \_\_\_\_\_ No
- 
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.  
\_\_\_\_\_ Yes      \_\_\_\_\_ No
- 

NAME AND TITLE OF SIGNER (Please type)

---

SIGNATURE

DATE

---

## CERTIFICATION ON NON-LOBBYING ACTIVITIES

### CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Certification Regarding Debarment and Suspension

### Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
  - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

## CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;
2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and
3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name of Contractor's Authorized Official: \_\_\_\_\_

Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR**

State of Texas)  
County of Hidalgo)  
City of Edinburg)

\_\_\_\_\_, being the first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, etc.) (Company)  
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Notary: \_\_\_\_\_

(Apply Notary Seal)

(Print or type names under all signatures)

Department of Labor

Applicable Wage

Decision

*Any work classifications* not listed on the applicable wage decision will need to be requested by the contractor. The request will be made using the form *U.S. Department of Housing and Urban Development Report of Additional Classification and Rate (HUD FORM 4230A)*. Examples of work classifications not listed on the applicable wage decision are electricians, plumbers, HVAC Technicians, etc.

Please fill out the forms if required and forward to the Community Development Department located at 415 W. University Drive, Suite F, Edinburg, Texas 78541. Please address to the attention of Eddie Garza, Labor Standards Officer.

General Decision Number: TX140008 01/03/2014 TX8

Superseded General Decision Number: TX20130008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number 0 Publication Date 01/03/2014

\* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck		
Mounted.....	\$ 16.86	
Front End Loader Operator,		
Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or		
less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator,		
Rough.....	\$ 14.62	
Motor Grader, Fine Grade....	\$ 16.52	
Scraper.....	\$ 11.07	

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63

Single Axle.....\$ 10.82

Single or Tandem Axle Dump..\$ 14.53

Tandem Axle Tractor with

Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

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

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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO  
SUPERVISE PAYMENT OF EMPLOYEES**

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

(I)(We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for \_\_\_\_\_ (specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned construction project, and that (I) (we) have appointed \_\_\_\_\_, whose signature appears below, to supervise the payment of (my) (our) employees beginning (Date: XX /XX/2014) \_\_\_ / \_\_\_ /2014;

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statue which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes here in above stated.

\_\_\_\_\_  
(Identifying Signature of Appointed)

\_\_\_\_\_  
(Name of Firm or Corporation)

Attest (If required)

\_\_\_\_\_  
(Signature) By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title) (Title)

\_\_\_\_\_  
(Date: / /2014) (Date: / /2014)

**Note:** This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed Prior to and be submitted with the first payroll. Should the appointed be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

## 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 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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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.

**U.S. Department of Labor  
Code of Federal Regulations  
Labor Standards for the Registration of  
Apprenticeship Programs  
Title 29 - Part 29**

<b>Sec.</b>	<b>Name</b>	<b>Pages</b>
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Authority: Sec. 1, 50 Stat. 664, as amended (29 U.S.C. 50; 40 U.S.C. 276c; 5 U.S.C. 301); Reorganization Plan No. 14 of 1950, 64 Stat. 1267 (5 U.S.C. App., p. 534).

Source: 42 FR 10139, Feb. 18, 1977, unless otherwise noted.

### 29 CFR 29.1 - Purpose and scope.

- (a) The National Apprenticeship Act of 1937, section 1 (29 U.S.C. 50), authorizes and directs the Secretary of Labor ``to formulate and promote the furtherance of labor standards necessary to safeguard the welfare of apprentices, to extend the application of such standards by encouraging the inclusion thereof in contracts of apprenticeship, to bring together employers and labor for the formulation of programs of apprenticeship, to cooperate with State agencies engaged in the formulation and promotion of standards of apprenticeship, and to cooperate with the Office of Education under the Department of Health, Education, and Welfare \* \* \*." Section 2 of the Act authorizes the Secretary of Labor to ``publish information relating to existing and proposed labor standards of apprenticeship," and to ``appoint national advisory committees \* \* \*." (29 U.S.C. 50a).
- (b) The purpose of this part is to set forth labor standards to safeguard the welfare of apprentices, and to extend the application of such standards by prescribing policies and procedures concerning the registration, for certain Federal purposes, or acceptable apprenticeship programs with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. These labor standards, policies and procedures cover the registration, cancellation and deregistration or apprenticeship programs and of apprenticeship agreements; the recognition of a State agency as the appropriate agency for registering local apprenticeship programs for certain Federal purposes; and matters relating thereto.
- (c) For further information about this part 29, contact: Deputy Administrator, Bureau of Apprenticeship and Training, Employment and Training Administration, Room 5000, Patrick Henry Building, Washington, DC 20213, Telephone number (202) 376-6585.

### 29 CFR 29.2 - Definitions.

As used in this part:

- (a) Department shall mean the U.S. Department of Labor.
- (b) Secretary shall mean the Secretary of Labor or any person specifically designated by him.
- (c) Bureau shall mean the Bureau of Apprenticeship and Training, Employment and Training Administration.
- (d) Administrator shall mean the Administrator of the Bureau of Apprenticeship and Training, or any person specifically designated by him.
- (e) Apprentice shall mean a worker at least 16 years of age, except where a higher minimum age standard is otherwise fixed by law, who is employed to learn a

skilled trade as defined in Sec. 29.4 under standards of apprenticeship fulfilling the requirements of Sec. 29.5.

- (f) Apprenticeship program shall mean a plan containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices, including such matters as the requirement for a written apprenticeship agreement.
- (g) Sponsor shall mean any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.
- (h) Employer shall mean any person or organization employing an apprentice whether or not such person or organization is a party to an apprenticeship agreement with the apprentice.
- (i) Apprenticeship committee shall mean those persons designated by the sponsor to act for it in the administration of the program. A committee may be joint, i.e., it is composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s) and has been established to conduct, operate, or administer an apprenticeship program and enter into apprenticeship agreements with apprentices. A committee may be unilateral or non-joint and shall mean a program sponsor in which a bona fide collective bargaining agent is not a participant.
- (j) Apprenticeship agreement shall mean a written agreement between an apprentice and either his employer, or an apprenticeship committee acting as agent for employer(s), which agreement contains the terms and conditions of the employment and training of the apprentice.
- (k) Federal purposes includes any Federal contract, grant, agreement or arrangement dealing with apprenticeship; and any Federal financial or other assistance, benefit, privilege, contribution, allowance, exemption, preference or right pertaining to apprenticeship.
- (l) Registration of an apprenticeship program shall mean the acceptance and recording of such program by the Bureau of Apprenticeship and Training, or registration and/or approval by a recognized State Apprenticeship Agency, as meeting the basic standards and requirements of the Department for approval of such program for Federal purposes. Approval is evidenced by a Certificate of Registration or other written indicia.
- (m) Registration of an apprenticeship agreement shall mean the acceptance and recording thereof by the Bureau or a recognized State Apprenticeship Agency as evidence of the participation of the apprentice in a particular registered apprenticeship program.
- (n) Certification shall mean written approval by the Bureau of:

- (1) A set of apprenticeship standards developed by a national committee or organization, joint or unilateral, for policy or guideline use by local affiliates, as substantially conforming to the standards of apprenticeship set forth in Sec. 29.5; or
  - (2) An individual as eligible for probationary employment as an apprentice under a registered apprenticeship program.
- (o) Recognized State Apprenticeship Agency or recognized State Apprenticeship Council shall mean an organization approved by the Bureau as an agency or council which has been properly constituted under an acceptable law or Executive order, and has been approved by the Bureau as the appropriate body for State registration and/or approval of local apprenticeship programs and agreements for Federal purposes.
  - (p) State shall mean any of the 50 States of the United States, the District of Columbia, or any territory or possession of the United States.
  - (q) Related instruction shall mean an organized and systematic form of instruction designed to provide the apprenticeship with knowledge of the theoretical and technical subjects related to his/her trade.
  - (r) Cancellation shall mean the termination of the registration or approval status of a program at the request of the sponsor or termination of an apprenticeship agreement at the request of the apprentice.
  - (s) Registration agency shall mean the Bureau or a recognized State Apprenticeship Agency.

**29 CFR 29.3 - Eligibility and procedure for Bureau registration of a program.**

- (a) Eligibility for various Federal purposes is conditioned upon a program's conformity with apprenticeship program standards published by the Secretary of Labor in this part. For a program to be determined by the Secretary of Labor as being in conformity with these published standards the program must be registered with the Bureau or registered with and/or approved by a State Apprenticeship Agency or Council recognized by the Bureau. Such determination by the Secretary is made only by such registration.
- (b) No apprenticeship program or agreement shall be eligible for Bureau registration unless (1) it is in conformity with the requirements of this part and the training is in an apprenticeable occupation having the characteristics set forth in Sec. 29.4 herein, and (2) it is in conformity with the requirements of the Department's regulation on "Equal Employment Opportunity in Apprenticeship and Training" set forth in 29 CFR part 30, as amended.

- (c) Except as provided under paragraph (d) of this section, apprentices must be individually registered under a registered program. Such registration may be effected:
  - (1) By filing copies of each apprenticeship agreement; or
  - (2) Subject to prior Bureau approval, by filing a master copy of such agreement followed by a listing of the name, and other required data, of each individual when apprenticed.
- (d) The names of persons in their first 90 days of probationary employment as an apprentice under an apprenticeship program registered by the Bureau or a recognized State Apprenticeship Agency, if not individually registered under such program, shall be submitted immediately after employment to the Bureau or State Apprenticeship Agency for certification to establish the apprentice as eligible for such probationary employment.
- (e) The appropriate registration office must be promptly notified of the cancellation, suspension, or termination of any apprenticeship agreement, with cause for same, and of apprenticeship completions.
- (f) Operating apprenticeship programs when approved by the Bureau shall be accorded registration evidenced by a Certificate of Registration. Programs approved by recognized State Apprenticeship Agencies shall be accorded registration and/or approval evidenced by a similar certificate or other written indicia. When approved by the Bureau, national apprenticeship standards for policy or guideline use shall be accorded certification, evidenced by a certificate attesting to the Bureau's approval.
- (g) Any modification(s) or change(s) to registered or certified programs shall be promptly submitted to the registration office and, if approved, shall be recorded and acknowledged as an amendment to such program.
- (h) Under a program proposed for registration by an employer or employers' association, where the standards, collective bargaining agreement or other instrument, provides for participation by a union in any manner in the operation of the substantive matters of the apprenticeship program, and such participation is exercised, written acknowledgement of union agreement or no objection to the registration is required. Where no such participation is evidenced and practiced, the employer or employers' association shall simultaneously furnish to the union, if any, which is the collective bargaining agent of the employees to be trained, a copy of its application for registration and of the apprenticeship program. The registration agency shall provide a reasonable time period of not less than 30 days nor more than 60 days for receipt of union comments, if any, before final action on the application for registration and/or approval.
- (i) Where the employees to be trained have no collective bargaining agent, an apprenticeship program may be proposed for registration by an employer or

group of employers.

*(Approved by the Office of Management and Budget under control number 1205-0223)  
[42 FR 10139, Feb. 18, 1977; 42 FR 30836, June 17, 1977, as amended at 49 FR  
18295, Apr. 30, 1984]*

**29 CFR 29.4 - Criteria for apprenticeable occupations.**

An apprenticeable occupation is a skilled trade which possesses all of the following characteristics:

- (a) It is customarily learned in a practical way through a structured, systematic program of on-the-job supervised training.
- (b) It is clearly identified and commonly recognized throughout an industry.
- (c) It involves manual, mechanical or technical skills and knowledge which require a minimum of 2,000 hours of on-the-job work experience.
- (d) It requires related instruction to supplement the on-the-job training.

**29 CFR 29.5 - Standards of apprenticeship.**

An apprenticeship program, to be eligible for registration/approval by a registration/approval agency, shall conform to the following standards:

- (a) The program is an organized, written plan embodying the terms and conditions of employment, training, and supervision of one or more apprentices in the apprenticeable occupation, as defined in this part, and subscribed to by a sponsor who has undertaken to carry out the apprentice training program.
- (b) The program standards contain the equal opportunity pledge prescribed in 29 CFR 30.3(b) and, when applicable, an affirmative action plan in accordance with 29 CFR 30.4, a selection method authorized in 29 CFR 30.5, or similar requirements expressed in a State Plan for Equal Employment Opportunity in Apprenticeship adopted pursuant to 29 CFR part 30 and approved by the Department, and provisions concerning the following:
  - (1) The employment and training of the apprentice in a skilled trade;
  - (2) A term of apprenticeship, not less than 2,000 hours of work experience, consistent with training requirements as established by industry practice;
  - (3) An outline of the work processes in which the apprentice will receive supervised work experience and training on the job, and the allocation of the approximate time to be spent in each major process;

- (4) Provision for organized, related and supplemental instruction in technical subjects related to the trade. A minimum of 144 hours for each year of apprenticeship is recommended. Such instruction may be given in a classroom through trade or industrial courses, or by correspondence courses of equivalent value, or other forms of self-study approved by the registration/approval agency.
- (5) A progressively increasing schedule of wages to be paid the apprentice consistent with the skill acquired. The entry wage shall be not less than the minimum wage prescribed by the Fair Labor Standards Act, where applicable, unless a higher wage is required by other applicable Federal law, State law, respective regulations, or by collective bargaining agreement;
- (6) Periodic review and evaluation of the apprentice's progress in job performance and related instruction; and the maintenance of appropriate progress records;
- (7) The numeric ratio of apprentices to journeymen consistent with proper supervision, training, safety, and continuity of employment, and applicable provisions in collective bargaining agreements, except where such ratios are expressly prohibited by the collective bargaining agreements. The ratio language shall be specific and clear as to application in terms of jobsite, work force, department or plant;
- (8) A probationary period reasonable in relation to the full apprenticeship term, with full credit given for such period toward completion of apprenticeship;
- (9) Adequate and safe equipment and facilities for training and supervision, and safety training for apprentices on the job and in related instruction;
- (10) The minimum qualifications required by a sponsor for persons entering the apprenticeship program, with an eligible starting age not less than 16 years;
- (11) The placement of an apprentice under a written apprenticeship agreement as required by the State apprenticeship law and regulation, or the Bureau where no such State law or regulation exists. The agreement shall directly, or by reference, incorporate the standards of the program as part of the agreement;
- (12) The granting of advanced standing or credit for previously acquired experience, training, or skills for all applicants equally, with commensurate wages for any progression step so granted;
- (13) Transfer of employer's training obligation when the employer is unable to

fulfill his obligation under the apprenticeship agreement to another employer under the same program with consent of the apprentice and apprenticeship committee or program sponsor;

- (14) Assurance of qualified training personnel and adequate supervision on the job;
- (15) Recognition for successful completion of apprenticeship evidenced by an appropriate certificate;
- (16) Identification of the registration agency;
- (17) Provision for the registration, cancellation and deregistration of the program; and requirement for the prompt submission of any modification or amendment thereto;
- (18) Provision for registration of apprenticeship agreements, modifications, and amendments; notice to the registration office of persons who have successfully completed apprenticeship programs; and notice of cancellations, suspensions and terminations of apprenticeship agreements and causes therefor;
- (19) Authority for the termination of an apprenticeship agreement during the probationary period by either party without stated cause;
- (20) A statement that the program will be conducted, operated and administered in conformity with applicable provisions of 29 CFR part 30, as amended, or a State EEO in apprenticeship plan adopted pursuant to 29 CFR part 30 and approved by the Department;
- (21) Name and address of the appropriate authority under the program to receive, process and make disposition of complaints;
- (22) Recording and maintenance of all records concerning apprenticeship as may be required by the Bureau or recognized State Apprenticeship Agency and other applicable law.

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[42 FR 10139, Feb. 18, 1977; 42 FR 30836, June 17, 1977, as amended at 49 FR  
18295, Apr. 30, 1984]*

#### **29 CFR 29.6 - Apprenticeship agreement.**

The apprenticeship agreement shall contain explicitly or by reference:

- (a) Names and signatures of the contracting parties (apprentice, and the program sponsor or employer), and the signature of a parent or guardian if the apprentice

is a minor.

- (b) The date of birth of apprentice.
- (c) Name and address of the program sponsor and registration agency.
- (d) A statement of the trade or craft in which the apprentice is to be trained, and the beginning date and term (duration) of apprenticeship.
- (e) A statement showing (1) the number of hours to be spent by the apprentice in work on the job, and (2) the number of hours to be spent in related and supplemental instruction which is recommended to be not less than 144 hours per year.
- (f) A statement setting forth a schedule of the work processes in the trade or industry divisions in which the apprentice is to be trained and the approximate time to be spent at each process.
- (g) A statement of the graduated scale of wages to be paid the apprentice and whether or not the required school time shall be compensated.
- (h) Statements providing:
  - (1) For a specific period of probation during which the apprenticeship agreement may be terminated by either party to the agreement upon written notice to the registration agency;
  - (2) That, after the probationary period, the agreement may be cancelled at the request of the apprentice, or may be suspended, cancelled, or terminated by the sponsor, for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action, and with written notice to the apprentice and to the registration agency of the final action taken.
- (i) A reference incorporating as part of the agreement the standards of the apprenticeship program as it exists on the date of the agreement and as it may be amended during the period of the agreement.
- (j) A statement that the apprentice will be accorded equal opportunity in all phases of apprenticeship employment and training, without discrimination because of race, color, religion, national origin, or sex.
- (k) Name and address of the appropriate authority, if any, designated under the program to receive, process and make disposition of controversies or differences arising out of the apprenticeship agreement when the controversies or differences cannot be adjusted locally or resolved in accordance with the established trade procedure or applicable collective bargaining provisions.

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**29 CFR 29.7 - Deregistration of Bureau-registered program.**

Deregistration of a program may be effected upon the voluntary action of the sponsor by a request for cancellation of the registration, or upon reasonable cause, by the Bureau instituting formal deregistration proceedings in accordance with the provisions of this part.

- (a) Request by sponsor. The registration officer may cancel the registration of an apprenticeship program by written acknowledgment of such request stating, but not limited to, the following matters:
  - (1) The registration is canceled at sponsor's request, and effective date thereof;
  - (2) That, within 15 days of the date of the acknowledgment, the sponsor shall notify all apprentices of such cancellation and the effective date; that such cancellation automatically deprives the apprentice of his/her individual registration; and that the de-registration of the program removes the apprentice from coverage for Federal purposes which require the Secretary of Labor's approval of an apprenticeship program.
  
- (b) Formal deregistration--
  - (1) Reasonable cause. Deregistration proceedings may be undertaken when the apprenticeship program is not conducted, operated, and administered in accordance with the registered provisions or the requirements of this part, except that deregistration proceedings for violation of equal opportunity requirements shall be processed in accordance with the provisions under 29 CFR part 30, as amended;
  - (2) Where it appears the program is not being operated in accordance with the registered standards or with requirements of this part, the registration officer shall so notify the program sponsor in writing;
  - (3) The notice shall:
    - (i) Be sent by registered or certified mail, with return receipt requested;
    - (ii) State the shortcoming(s) and the remedy required; and
    - (iii) State that a determination of reasonable cause for deregistration will be made unless corrective action is effected within 30 days;
  - (4) Upon request by the sponsor for good cause, the 30-day term may be

extended for another 30 days. During the period for correction, the sponsor shall be assisted in every reasonable way to achieve conformity;

- (5) If the required correction is not effected within the allotted time, the registration officer shall send a notice to the sponsor, by registered or certified mail, return receipt requested, stating the following:
  - (i) The notice is sent pursuant to this subsection;
  - (ii) Certain deficiencies (stating them) were called to sponsor's attention and remedial measures requested, with dates of such occasions and letters; and that the sponsor has failed or refused to effect correction;
  - (iii) Based upon the stated deficiencies and failure of remedy, a determination of reasonable cause has been made and the program may be deregistered unless, within 15 days of the receipt of this notice, the sponsor requests a hearing;
  - (iv) If a request for a hearing is not made, the entire matter will be submitted to the Administrator, BAT, for a decision on the record with respect to deregistration.
- (6) If the sponsor has not requested a hearing, the registration officer shall transmit to the Administrator, BAT, a report containing all pertinent facts and circumstances concerning the nonconformity, including the findings and recommendation for deregistration, and copies of all relevant documents and records. Statements concerning interviews, meetings and conferences shall include the time, date, place, and persons present. The Administrator shall make a final order on the basis of the record before him.
- (7) If the sponsor requests a hearing, the registration officer shall transmit to the Secretary, through the Administrator, a report containing all the data listed in paragraph (b)(6) of this section. The Secretary shall convene a hearing in accordance with Sec. 29.9; and shall make a final decision on the basis of the record before him including the proposed findings and recommended decision of the hearing officer.
- (8) At his discretion, the Secretary may allow the sponsor a reasonable time to achieve voluntary corrective action. If the Secretary's decision is that the apprenticeship program is not operating in accordance with the registered provisions or requirements of this part, the apprenticeship program shall be deregistered. In each case in which reregistration is ordered, the Secretary shall make public notice of the order and shall notify the sponsor.
- (9) Every order of deregistration shall contain a provision that the sponsor

shall, within 15 days of the effective date of the order, notify all registered apprentices of the deregistration of the program; the effective date thereof; that such cancellation automatically deprives the apprentice or his/her individual registration; and that the deregistration removes the apprentice from coverage for Federal purposes which require the Secretary of Labor's approval of an apprenticeship program.

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[42 FR 10319, Feb. 18, 1977, as amended at 49 FR 18295, Apr. 30, 1984]*

#### **29 CFR 29.8 - Reinstatement of program registration.**

Any apprenticeship program deregistered pursuant to this part may be reinstated upon presentation of adequate evidence that the apprenticeship program is operating in accordance with this part. Such evidence shall be presented to the Administrator, BAT, if the sponsor had not requested a hearing, or to the Secretary, if an order of deregistration was entered pursuant to a hearing.

#### **29 CFR 29.9 - Hearings.**

- (a) Within 10 days of his receipt of a request for a hearing, the Secretary shall designate a hearing officer. The hearing officer shall give reasonable notice of such hearing by registered mail, return receipt requested, to the appropriate sponsor. Such notice shall include:
- (1) A reasonable time and place of hearing,
  - (2) A statement of the provisions of this part pursuant to which the hearing is to be held, and
  - (3) A concise statement of the matters pursuant to which the action forming the basis of the hearing is proposed to be taken.
- (b) The hearing officer shall regulate the course of the hearing. Hearings shall be informally conducted. Every party shall have the right to counsel, and a fair opportunity to present his/her case, including such cross-examination as may be appropriate in the circumstances. Hearings officers shall make their proposed findings and recommended decisions to the Secretary upon the basis of the record before them.

#### **29 CFR 29.10 - Limitations.**

Nothing in this part or in any apprenticeship agreement shall operate to invalidate:

- (a) Any apprenticeship provision in any collective bargaining agreement between

employers and employees establishing higher apprenticeship standards; or

- (b) Any special provision for veterans, minority persons or females in the standards, apprentice qualifications or operation of the program, or in the apprenticeship agreement, which is not otherwise prohibited by law, Executive order, or authorized regulation.

#### **29 CFR 29.11 - Complaints.**

- (a) This section is not applicable to any complaint concerning discrimination or other equal opportunity matters; all such complaints shall be submitted, processed and resolved in accordance with applicable provisions in 29 CFR part 30, as amended, or applicable provisions of a State Plan for Equal Employment Opportunity in Apprenticeship adopted pursuant to 29 CFR part 30 and approved by the Department.
- (b) Except for matters described in paragraph (a) of this section, any controversy or difference arising under an apprenticeship agreement which cannot be adjusted locally and which is not covered by a collective bargaining agreement, may be submitted by an apprentice, or his/her authorized representative, to the appropriate registration authority, either Federal or State, which has registered and/or approved the program in which the apprentice is enrolled, for review. Matters covered by a collective bargaining agreement are not subject to such review.
- (c) The complaint, in writing and signed by the complainant, or authorized representative, shall be submitted within 60 days of the final local decision. It shall set forth the specific matter(s) complained of, together with all relevant facts and circumstances. Copies of all pertinent documents and correspondence shall accompany the complaint.
- (d) The Bureau or recognized State Apprenticeship Agency, as appropriate, shall render an opinion within 90 days after receipt of the complaint, based upon such investigation of the matters submitted as may be found necessary, and the record before it. During the 90-day period, the Bureau or State agency shall make reasonable efforts to effect a satisfactory resolution between the parties involved. If so resolved, the parties shall be notified that the case is closed. Where an opinion is rendered, copies of same shall be sent to all interested parties.
- (e) Nothing in this section shall be construed to require an apprentice to use the review procedure set forth in this section.
- (f) A State Apprenticeship Agency may adopt a complaint review procedure differing in detail from that given in this section provided it is proposed and has been approved in the recognition of the State Apprenticeship Agency accorded by the Bureau.

29 CFR 29.12 - Recognition of State agencies.

- (a) The Secretary's recognition of a State Apprenticeship Agency or Council (SAC) gives the SAC the authority to determine whether an apprenticeship program conforms with the Secretary's published standards and the program is, therefore, eligible for those Federal purposes which require such a determination by the Secretary. Such recognition of a SAC shall be accorded by the Secretary upon submission and approval of the following:
- (1) An acceptable State apprenticeship law (or Executive order), and regulations adopted pursuant thereto;
  - (2) Acceptable composition of the State Apprenticeship Council (SAC);
  - (3) An acceptable State Plan for Equal Employment Opportunity in Apprenticeship;
  - (4) A description of the basic standards, criteria, and requirements for program registration and/or approval; and
  - (5) A description of policies and operating procedures which depart from or impose requirements in addition to those prescribed in this part.
- (b) Basic requirements. Generally the basic requirements under the matters covered in paragraph (a) of this section shall be in conformity with applicable requirements as set forth in this part. Acceptable State provisions shall:
- (1) Establish the apprenticeship agency in:
    - (i) The State Department of Labor, or
    - (ii) in that agency of State government having jurisdiction of laws and regulations governing wages, hours, and working conditions, or
    - (iii) that State agency presently recognized by the Bureau, with a State official empowered to direct the apprenticeship operation;
  - (2) Require that the State Apprenticeship Council be composed of persons familiar with apprenticeable occupations and an equal number of representatives of employer and of employee organizations and may include public members who shall not number in excess of the number named to represent either employer or employee organizations. Each representative so named shall have one vote. Ex officio members may be added to the council but they shall have no vote except where such members have a vote according to the established practice of a presently recognized council. If the State official who directs the apprenticeship operation is a member of the council, provision may be made for the

official to have a tie-breaking vote;

- (3) Clearly delineate the respective powers and duties of the State official and of the council;
  - (4) Clearly designate the officer or body authorized to register and deregister apprenticeship programs and agreements;
  - (5) Establish policies and procedures to promote equality of opportunity in apprenticeship programs pursuant to a State Plan for Equal Employment Opportunity in Apprenticeship which adopts and implements the requirements of 29 CFR part 30, as amended, and to require apprenticeship programs to operate in conformity with such State Plan and 29 CFR part 30, as amended;
  - (6) Prescribe the contents of apprenticeship agreements;
  - (7) Limit the registration of apprenticeship programs to those providing training in apprenticeable occupations as defined in Sec. 29.4;
  - (8) Provide that apprenticeship programs and standards of employers and unions in other than the building and construction industry, which jointly form a sponsoring entity on a multistate basis and are registered pursuant to all requirements of this part by any recognized State Apprenticeship Agency/Council or by the Bureau, shall be accorded registration or approval reciprocity by any other State Apprenticeship Agency/Council or office of the Bureau if such reciprocity is requested by the sponsoring entity;
  - (9) Provide for the cancellation, de- registration and/or termination of approval of programs, and for temporary suspension, cancellation, deregistration and/or termination of approval of apprenticeship agreements; and
  - (10) Provide that under a program proposed for registration by an employer or employers' association, and where the standards, collective bargaining agreement or other instrument provides for participation by a union in any manner in the operation of the substantive matters of the apprenticeship program, and such participation is exercised, written acknowledgment of union agreement or no objection to the registration is required. Where no such participation is evidenced and practiced, the employer or employers' association shall simultaneously furnish to the union, if any, which is the collective bargaining agent of the employees to be trained, a copy of its application for registration and of the apprenticeship program. The State agency shall provide a reasonable time period of not less than 30 days nor more than 60 days for receipt of union comments, if any, before final action on the application for registration and/or approval.
- (c) Application for recognition. A State Apprenticeship Agency/Council desiring

recognition shall submit to the Administrator, BAT, the documentation specified in Sec. 29.12(a) of this part. A currently recognized Agency/Council desiring continued recognition by the Bureau shall submit to the Administrator the documentation specified in Sec. 29.12(a) of this part on or before July 18, 1977. An extension of time within which to comply with the requirements of this part may be granted by the Administrator for good cause upon written request by the State agency but the Administrator shall not extend the time for submission of the documentation required by Sec. 29.12(a). The recognition of currently recognized Agencies/Councils shall continue until July 18, 1977 and during any extension period granted by the Administrator.

- (d) Appeal from denial of recognition. The denial by the Administrator of a State agency's application for recognition under this part shall be in writing and shall set forth the reasons for the denial. The notice of denial shall be sent to the applicant by certified mail, return receipt requested. The applicant may appeal such a denial to the Secretary by mailing or otherwise furnishing to the Administrator, within 30 days of receipt of the denial, a notice of appeal addressed to the Secretary and setting forth the following items:
- (1) A statement that the applicant appeals to the Secretary to reverse the Administrator's decision to deny its application;
  - (2) The date of the Administrator's decision and the date the applicant received the decision;
  - (3) A summary of the reasons why the applicant believes that the Administrator's decision was incorrect;
  - (4) A copy of the application for recognition and subsequent modifications, if any;
  - (5) A copy of the Administrator's decision of denial. Within 10 days of receipt of a notice of appeal, the Secretary shall assign an Administrative Law Judge to conduct hearings and to recommend findings of fact and conclusions of law. The proceedings shall be informal, witnesses shall be sworn, and the parties shall have the right to counsel and of cross-examination.

The Administrative Law Judge shall submit the recommendations and conclusions, together with the entire record to the Secretary for final decision. The Secretary shall make his final decision in writing within 30 days of the Administrative Law Judge's submission. The Secretary may make a decision granting recognition conditional upon the performance of one or more actions by the applicant. In the event of such a conditional decision, recognition shall not be effective until the applicant has submitted to the Secretary evidence that the required actions have been performed and the Secretary has communicated to the applicant in writing that he is satisfied with the evidence submitted.

- (e) State apprenticeship programs.
  - (1) An apprenticeship program submitted for registration with a State Apprenticeship Agency recognized by the Bureau shall, for Federal purposes, be in conformity with the State apprenticeship law, regulations, and with the State Plan for Equal Employment Opportunity in Apprenticeship as submitted to and approved by the Bureau pursuant to 29 CFR 30.15, as amended;
  - (2) In the event that a State Apprenticeship Agency is not recognized by the Bureau for Federal purposes, or that such recognition has been withdrawn, or if no State Apprenticeship Agency exists, registration with the Bureau may be requested. Such registration shall be granted if the program is conducted, administered and operated in accordance with the requirements of this part and the equal opportunity regulation in 29 CFR part 30, as amended.

*(Approved by the Office of Management and Budget under control number 1205-0223)  
[42 FR 10319, Feb. 18, 1977, as amended at 49 FR 18295, Apr. 30, 1984]*

#### **29 CFR 29.13 - Derecognition of State agencies.**

The recognition for Federal purposes of a State Apprenticeship Agency or State Apprenticeship Council (hereinafter designated respondent), may be withdrawn for the failure to fulfill, or operate in conformity with, the requirements of this part.

Derecognition proceedings for reasonable cause shall be instituted in accordance with the following:

- (a) Derecognition proceedings for failure to adopt or properly enforce a State Plan for Equal Employment Opportunity in Apprenticeship shall be processed in accordance with the procedures prescribed in 29 CFR 30.15.
- (b) For causes other than those under paragraph (a) above, the Bureau shall notify the respondent and appropriate State sponsors in writing, by certified mail, with return receipt requested. The notice shall set forth the following:
  - (1) That reasonable cause exists to believe that the respondent has failed to fulfill or operate in conformity with the requirements of this part;
  - (2) The specific areas of nonconformity;
  - (3) The needed remedial measures; and
  - (4) That the Bureau proposes to withdraw recognition for Federal purposes unless corrective action is taken, or a hearing request mailed, within 30 days of the receipt of the notice.

- (c) If, within the 30-day period, respondent:
- (1) Complies with the requirements, the Bureau shall so notify the respondent and State sponsors, and the case shall be closed;
  - (2) Fails to comply or to request a hearing, the Bureau shall decide whether recognition should be withdrawn. If the decision is in the affirmative, the Administrator shall forward all pertinent data to the Secretary, together with the findings and recommendation. The Secretary shall make the final decision, based upon the record before him.
  - (3) Requests a hearing, the Administrator shall forward the request to the Secretary, and the procedures under Sec. 29.9 shall be followed, with notice thereof to the State apprenticeship sponsors.
- (d) If the Secretary determines to withdraw recognition for Federal purposes, he shall notify the respondent and the State sponsors of such withdrawal and effect public notice of such withdrawal. The notice to the sponsors shall state that, 30 days after the date of the Secretary's order withdrawing recognition of the State agency, the Department shall cease to recognize, for Federal purposes, each apprenticeship program registered with the State agency unless, within that time, the State sponsor requests registration with the Bureau. The Bureau may grant the request for registration contingent upon its finding that the State apprenticeship program is operating in accordance with the requirements of this part and of 29 CFR part 30, as amended. The Bureau shall make a finding on this issue within 30 days of receipt of the request. If the finding is in the negative, the State sponsor shall be notified in writing that the contingent Bureau registration has been revoked. If the finding is in the affirmative, the State sponsor shall be notified in writing that the contingent Bureau registration is made permanent.
- (e) If the sponsor fails to request Bureau registration, or upon a finding of noncompliance pursuant to a contingent Bureau registration, the written notice to such State sponsor shall further advise the recipient that any actions or benefits applicable to recognition for Federal purposes are no longer available to participants in its apprenticeship program.
- (f) Such notice shall also direct the State sponsor to notify, within 15 days, all its registered apprentices of the withdrawal of recognition for Federal purposes; the effective date thereof; and that such withdrawal removes the apprentice from coverage under any Federal provision applicable to his/her individual registration under a program recognized or registered by the Secretary of Labor for Federal purposes.
- (g) A State Apprenticeship Agency or Council whose recognition has been withdrawn pursuant to this part may have its recognition reinstated upon presentation of adequate evidence that it has fulfilled, and is operating in

accordance with, the requirements of this part.

*(Approved by the Office of Management and Budget under control number 1205-0223)  
[42 FR 10139, Feb. 18, 1977, as amended at 49 FR 18295, Apr. 30, 1984]*





# SAMPLE REPORT

## PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

(1)	NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> ACES CONSTRUCTION COMPANY, INC.	FOR WEEK ENDING July 4, 1983	PROJECT AND LOCATION Happy Valley Manor - Anytown, MT 59604										PROJECT OR CONTRACT NO. 101-35075-PM-WAH-18									
			ADDRESS 1776 America Street, Anytown, Montana 59604																			
			PAYROLL NO #1 (Show # and FINAL at end)		(3) WORK CLASSIFICATION July 4, 1983		EXEMPTIONS NO. OF WITHHOLDING		(4) DAY AND DATE S M T W T H F S 28 29 30 1 2 3 4		(5) TOTAL HOURS OF PAY 10.95				(6) GROSS AMOUNT EARNED		(7) DEDUCTIONS FICA WITH-HOLDING TAX STATE VAC FUND OTHER		(8) NET WAGES FOR WEEK PAID			
(2)	John Doe 521-44-7086 1974 Clark Ave. Downtown, MT 59624	Foreman Carpenter **	1									6	10.95	357.70	15.18	53.60	8.00	10.00		86.78	270.92	
(3)	Dick Brown 544-43-7806 Box 245 Anytown, MT 59601	3 cu. yd. Backhoe Operator	2									40	7.30									
(4)	John Doe 501-44-7086 Anywhere St. Downtown, MT 59624	10 cu. yd. Truck Driver	0									40	6.00	240.00	10.00	45.00	5.00		Ins.	65.00	175.00	
(5)	Bill Thomas 515-38-1005 1050 Clearbridge St. Somewhere, MT 59011	Cement Mason	1									32	6.56	209.92								
(6)	John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	Cement Mason	2									32	5.90	188.80								
(7)	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	Laborer	2									19	4.95	94.05								
(8)	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	Cement Mason										21	5.90	217.95	10.80	15.90	5.80	10.00		42.50	175.45	
(9)	Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526	(Owner) Tile Setter										40										
(10)	Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	Apprentice Carpenter 1st Step - 55%	0									32	4.02	128.64	5.00	8.00	2.00			15.00	113.64	

\*\*ALL DEDUCTIONS UNDER "OTHER" SUCH AS PURCHASES, ADVANCES, BONDS, ETC. MUST BE IDENTIFIED AND SUPPORTED BY A SIGNED STATEMENT FROM THE EMPLOYEE AUTHORIZING SUCH DEDUCTIONS WITH THE TOTAL AMOUNT AND REPAYMENT AMOUNT.

# SAMPLE REPORT

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH (Bill Thomas)

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Exceptions must be approved.	Use this space for any special
Send copy of plan.	or unusual circumstances which
	affects wages or employees.

Remarks

Additional space which can be used for explanations.

**NON-COVERED JOB CLASSIFICATIONS:** Workers performing the following classifications are not subject to the prevailing wage requirements - Project Superintendent, Project Engineer, Supervisory Foreman, Watchman, Waterboy, Messenger, and Clerical workers such as timekeepers, payroll clerks, and bookkeepers.

<b>NAME AND TITLE</b> Samantha Simmons Bookkeeper ***	<b>SIGNATURE</b>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

\*\*\* AN AUTHORIZATION FORM OR LETTER MUST BE SUBMITTED FOR ANYONE SIGNING PAYROLLS OTHER THAN AN OFFICER OF THE COMPANY.

CDBG Administration Manual

Date \_\_\_\_\_ I, Samantha Simmons Bookkeeper \_\_\_\_\_ do hereby state:  
 (Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Ace Construction Company on the Happy Valley Manor (Building of work)  
 (Contractor or Subcontractor)

101-35075; that during the payroll period commencing on the 28th day of June, 19 83, and ending the 4th day of July, 19 83, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Ace Construction Company from the full weekly wages earned by any person and that (Contractor or Subcontractor)

no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A). Issued by the Secretary of Labor under the Copeland Act as amended (49 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:

FICA, Federal, and State

Other: Vacation and Insurance

BE SURE TO INCLUDE EXPLANATION AND SIGNED STATEMENT FOR ALL "OTHER" DEDUCTIONS.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

John Johnson (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

Community Development Block Grant (CDBG) Program

## PAYROLL DEDUCTION AUTHORIZATION FORM

This is authorization to the \_\_\_\_\_  
\_\_\_\_\_ to deduct from my paycheck \$\_\_\_\_\_.

\*This is for item number as shown below:

### Repayment of

- |                     |                          |
|---------------------|--------------------------|
| 1. Loan             | 7. Credit Union          |
| 2. Retirement       | 8. Profit Sharing        |
| 3. Advance on Wages | 9. Donations to Agencies |
| 4. Savings          | 10. Insurance Premiums   |
| 5. Saving Bonds     | 11. Union Dues           |
| 6. Uniforms         |                          |

\*This deduction is to be made:

Check Appropriate Box	
<input type="checkbox"/>	One Time Only
<input type="checkbox"/>	Weekly
<input type="checkbox"/>	Bi-Weekly
<input type="checkbox"/>	For _____ Weeks
<input type="checkbox"/>	

Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Project Name and Number: \_\_\_\_\_

## INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM WH-347

1. Make certain all items in the heading are completed, including payroll number and project number. (Shaded area of Form)
2. Include the name, address, and social security number of each employee the first time such employee is listed on a payroll report.
3. For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)
4. Show the hours and the wages actually worked on the project separate from the employees' total wages for the week. To illustrate: "John Doe" worked on the project 18 hours and on other projects for the same contractor 22 hours. (18 x \$6.45 = \$116.10 earned this project, \$239.30 gross amount earned all projects.)
5. When fringe benefits are sent to an approved program, they need not be included in the rate of pay. Employees John Johnson and Bill Thomas illustrate this point. John Johnson receives \$5.90 per hour, an additional \$0.66 is being sent to approved plan - indicated by marking box (a) of paragraph (4) on the Statement of Compliance. Cement Mason, Bill Thomas receives the fringe benefits required in cash - the total rate of pay shown must be equal to the wage rate for that classification plus fringe benefits. \$5.90 (wage rate) plus \$0.66 (fringe) - \$6.56 indicated by marking box (b) of paragraph (4) on the Statement of Compliance.
6. When an individual performs work on the project in more than one classification within the same workweek, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report if a lower rate of pay per hour is applicable. The employee must be entered on the payroll separately for each classification he/she performed in. Employee Tom Thompson illustrates this point.
7. When a valid subcontractor works with his employees on the job, he will be listed with his employees on each payroll. However, he need only show his name as owner. EXAMPLE: I.M. Boss (Owner). If the subcontractor has no employees and performs alone on the project, he should submit a letter stating that he is the owner and has no employees. He/she must still submit a time sheet. When working owners/ operators (partners, co-owners, corporation officers, etc.) perform work on the project, they must show daily and total hours worked (Always show exact work classification.)
8. Submit an apprenticeship certification with the payroll report on which apprentice IS FIRST REPORTED. Indicate step of apprenticeship and what percentage of the journeyman wage he is receiving.

9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on EACH SUBCONTRACTOR'S payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the Contracting Agency.
  
10. Payroll Form: Contractors are urged to use the Department of Labor Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears in EXHIBIT VIII-T, (Department of Labor Form WH-348). A contractor may use an appropriate payroll form of his own choice, but he must report ALL required items of information and he must attach a copy of the weekly statement, using either Department of Labor Form WH-348, Statement of Compliance, which contains the weekly statement and related instructions, or any form containing the statement in the identical wording contained in Forms WH-347 and WH-348.
  
11. In the event any contractor sees he will be employing a trade for which a wage is not listed on the wage determination, it should be brought immediately to the attention of the Contracting Agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A, EXHIBIT VIII-E, should be completed, so that a rate can be established.
  
12. Submission of Payrolls: Each contractor or subcontractor shall submit to the Contracting Agency a completed payroll for EACH WORKWEEK FROM THE TIME HE BEGINS WORK ON A PROJECT UNTIL WORK IS COMPLETED. The initial and final payrolls shall be identified accordingly. If no work is done on the project during a given week, submit a certified payroll stating "no work this week."

## PERMISSIBLE PAYROLL DEDUCTIONS

The "Anti-Kickback" regulations of the Copeland Act permit the following deductions from the workman's weekly wages:

1. Where required by Federal, State or Local Statutes.
2. Bona fide payment of wages without discount of interest.
3. Deductions required by court process, provided such deduction is not in favor of the contractor, subcontractor, or any affiliated person, or where collusion exists.
4. The purchase price of United States Notes, Stamps and Bonds.
5. The repayment of loans to or the purchase of shares in, credit unions organized and operated in accordance with Federal or State statutes.
6. Contributions to a Federal Government or quasi-governmental agency.
7. The payment of dues or premiums to unaffiliated associations for medical or hospitalization insurance where the employer is not required by law to supply such benefits.
8. Contributions to the Red Cross and Community Chests.
9. Regular union initiation fees and membership dues where a collective bargaining agreement provides for such deductions. (This does not include work permits or special assessments.)

# Record of Employee Interview

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

OMB Approval No. 2501-0009  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

### Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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Previous editions are obsolete

Form HUD-11 (08/2004)

## Community Development Block Grant (CDBG) Program CDBG

### LABOR STANDARDS DEFINITIONS

**Apprentice** - (1) a person employed and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training administration, Bureau of Apprenticeship and Training or with a State apprenticeship agency recognized by that Bureau; or (2) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in a program but who has been certified by the Bureau.

**Basic Rate** - For overtime pay purposes the basic rate is the greater of: (1) the contract minimum rate; (2) the minimum rate under the Fair Labor Standards Act; or (3) the rate actually being paid.

**Building or Work** - These terms generally include construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The terms include, without limitation, buildings, structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping.

**CDBG** - Community Development Block Grant Program

**Contract** - The term "contract" means any prime contract which is subject wholly or in part to the labor standards provision of any of the acts listed in section 5.1, 29 CFR, and any subcontract of any tier thereunder, let under the prime contract. A state or local government is not regarded as a contractor under statutes providing loans, grants or other federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing and Community Development Act of 1974, State and local recipients of federal-aid must pay these employees according to Davis-Bacon labor standards.

**Contractor** - Any person, corporation, partnership or unincorporated association that holds a federally assisted construction contract or subcontract regardless of tier.

**Copeland "Anti-Kickback" Act** - The Copeland "Anti-Kickback" Act makes it a criminal offense for any person to make unauthorized deductions or to exact rebates from the wages paid to any person employed by a contractor or subcontractor engaged in the construction, prosecution, completion or repair of any public work or work financed in full or in part by loans or grants from a federal agency. The Secretary of Labor is authorized to promulgate regulations with respect to this act. Except as is provided in the regulations issued by the Secretary of Labor, no deductions of any kind are authorized from the wages of employees.

**DOC** - Department of Commerce.

**Davis-Bacon Act** - The Davis-Bacon Act provides, in general, that contracts in excess of \$2,000 to which the United States is a party, for the construction, alteration and/or repair, including Community Development Block Grant (CDBG) Program painting and decorating, of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions and termination of the contract for failure to pay the required wages. The Act contains provisions for debarment by the Comptroller general of the

United States of contractors who are found to have disregarded their obligations to employees and subcontractors and provides for the direct payment to employees of wages due by the Comptroller General. If funds withheld from the contractor are insufficient for full reimbursement of the amounts due laborers or mechanics, the Act creates a right of action and/or intervention by laborers and mechanics against the contractor and his sureties, unless otherwise specified.

**Days** - Calendar days.

**Deduction** - A deduction is any sum of money which the contractor, or someone else in the chain of payment responsibility, withholds from the wages due an employee.

**Discrimination** - A distinction in treatment based on race, color, religion, handicap, marital status, age, sex or national origin.

**Equal Employment Opportunity** - The absence of partiality or distinction in employment treatment, so that the rights of all persons to work and advance on the basis of merit, ability and potential is maintained.

**Good Faith Effort** - Affirmative action measures designed to implement the established objectives of an Affirmative Action Plan.

**Immediate Labor Area** - The immediate labor area describes the geographic area from which employees and/or applicants could reasonably commute to the project site. The immediate labor area should also be defined so as to include a reasonable recruiting area.

**Laborer or Mechanic** - The term "laborer" or "mechanic" includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term "laborer" or "mechanic" includes apprentices, trainees, helpers and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive or clerical, rather than manual. Persons employed in a bona fide executive, administrative or professional capacity as defined in Part 541 of this title (CFR 29, Subtitle A) are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a work week to mechanic or laborer duties, and who do not meet the criteria of Part 541, are laborers and mechanics for the time so spent.

**LSO** - Grantee's designated "Labor Standards Officer".

**Materials Supplier** - A vendor engaged in sales to the public from an established place of business or source of supply.

**Nonhauling Equipment Owner-Operators** - Owner-operators of nonhauling equipment (in general, equipment other than trucks) are considered to be employees, not subcontractors, and are covered by wage rate decisions.

**Payrolls and Basic Records** - 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 of all laborers and mechanics working at the site of the work (or under the United States Housing act of 1937, or under the Housing Act of 1949, 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 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 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.)

**Standards Violation Notice** - A written notification to a contractor based on the determination of the Labor Standards Officer (or in appropriate cases by higher level authority) to be in noncompliance with the labor standards requirements. The notice informs the contractor of the specific basis for the determination and provides the opportunity, within 30 days from receipt, to present an explanation why sanctions should not be imposed.

**Site of Work** - (1) The "site of the work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and, as discussed in paragraph (2) of this definition, other adjacent or nearby property used by the contractor or subcontractor in such construction which can reasonably be said to be included in the "site". (2) Except as provided in paragraph (3) of this definition, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., are part of the "site of the work" provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them. (3) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work," even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

**Subcontractor** - An individual or organization under contract with the prime contractor or another subcontractor to perform a portion of the work. Community Development Block Grant (CDBG) Program CDBG Administration Manual Department of Commerce May, 2008 6-L.4

**Supplemental Payroll** - An additional payroll used to correct a deficiency or omission on a certified payroll.

**Suppliers** - Contracts or subcontracts for furnishing supplies and equipment, including installation where the installation requires only an incidental amount of work are not covered by wage rate decisions.

**Trainee** - (Programs of the United States Department of Labor) means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, as meeting its standards for on-the-job training programs and which has been so certified by that Bureau.

**Truck Drivers Owner-Operators** - Truck owner-operators are not subject to the wage rates prescribed by the Department of Labor. Such owner-operators shall be listed on payrolls with the notation "owner-operator" after each name. Neither hours worked nor wages paid need be shown (Department of Labor All Agencies Memorandum #119, October 8, 1974).

**US DOL (or DOL)** - United States Department of Labor.

**US DHUD (or HUD)** - United States Department of Housing and Urban Development.

**Wage Determination** - The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of the Davis-Bacon Act.

**Wages** - The term "wages" means the basic hourly rate of pay, any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan or program, and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other federal, state or local law.

**Withholding** - The federal agency or the loan or grant recipient 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 (or under Community Development Block Grant (CDBG) Program) the United States Housing Act of 1937 or under the Housing act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee or subrecipient 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.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

**HUD FORM 4230A**

OMB Approval Number 2501-0011  
(Exp. 01/31/2010)

1. FROM (name and address of requesting agency)

City of Edinburg  
415 W. University Drive  
Edinburg, Texas 78541

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

Jackson Point Subdivision, Edinburg, Hidalgo County, Texas

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

- Building       Residential  
 Heavy       Other (specify)  
 Highway

6. WAGE DECISION NO. (include modification number, if any)

TX140008

COPY ATTACHED

7. WAGE DECISION EFFECTIVE DATE

01/03/2014

8. WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

**Check All That Apply:**

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.  
 The proposed classification is utilized in the area by the construction industry.  
 The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.  
 The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).  
 Supporting documentation attached, including applicable wage decision.

**Check One:**

- Approved, meets all criteria. DOL confirmation requested.  
 One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

Eduardo Garza

Agency Representative  
(Typed name and signature)

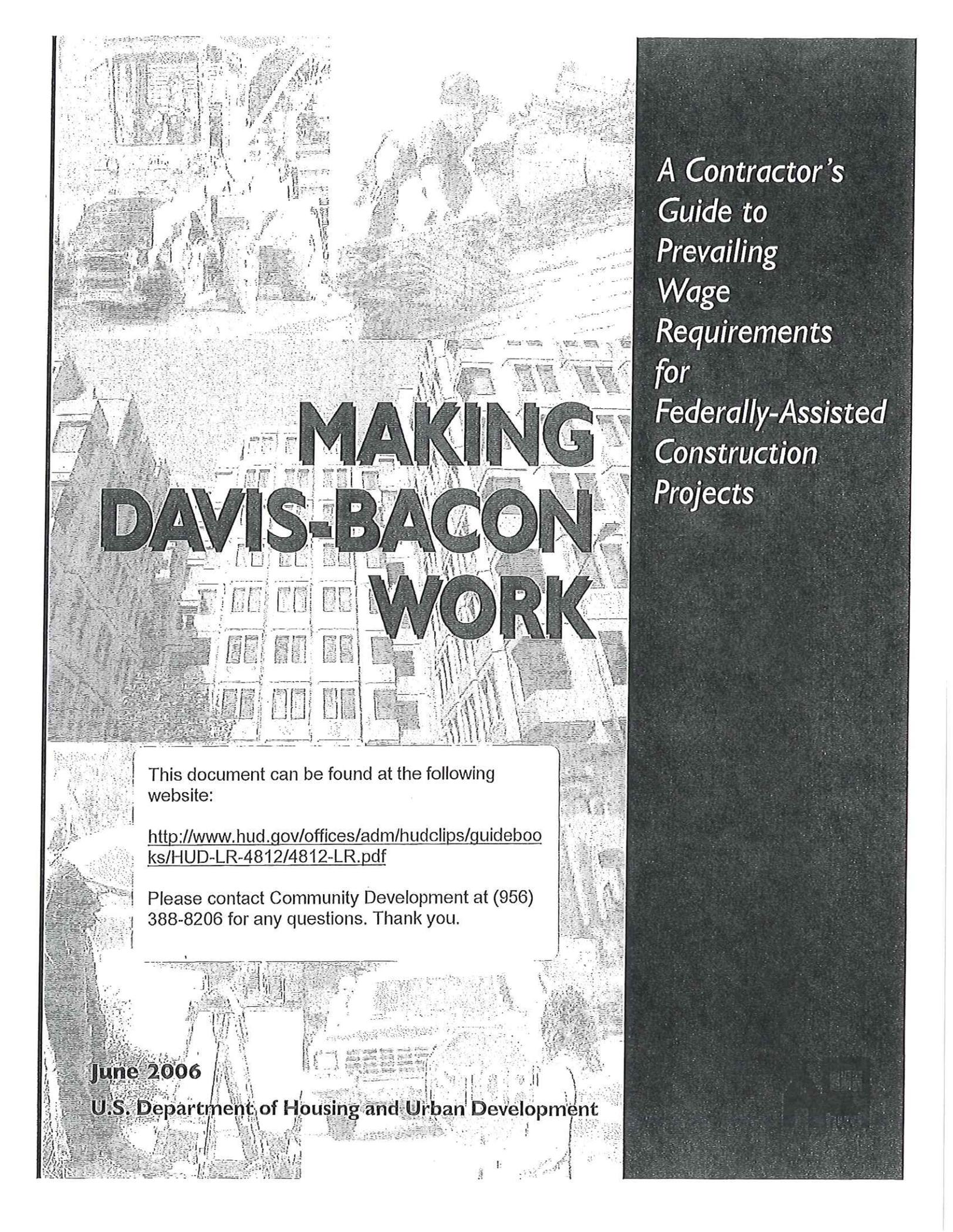
Date

(956) 388-8206  
Phone Number

FOR HUD USE ONLY  
LR2000:

Log in:

Log out:



# MAKING DAVIS-BACON WORK

*A Contractor's  
Guide to  
Prevailing  
Wage  
Requirements  
for  
Federally-Assisted  
Construction  
Projects*

This document can be found at the following website:

<http://www.hud.gov/offices/adm/hudclips/guidebooks/HUD-LR-4812/4812-LR.pdf>

Please contact Community Development at (956) 388-8206 for any questions. Thank you.

**June 2006**

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

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

**OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

**No more than**

- 3 hours on a school day or 18 hours in a school week;
- 8 hours on a non-school day or 40 hours in a non-school week.

Also, work may not begin before 7 a.m. or end after 7 p.m., except from June 1 through Labor Day, when evening hours are extended to 9 p.m. Different rules apply in agricultural employment.

**TIP CREDIT** Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



# 1-866-4-USWAGE

(1-866-487-9243)

TTY: 1-877-889-5627



# WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

# Job Safety and Health It's the law!

**OSHA**<sup>®</sup>  
Occupational Safety  
and Health Administration  
U.S. Department of Labor

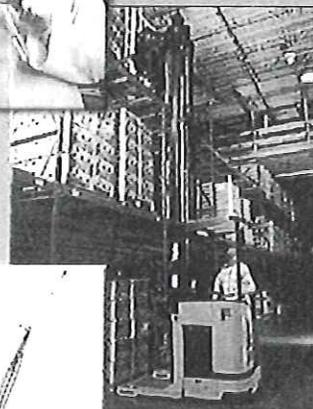
## EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

## EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

This free poster available from OSHA –  
*The Best Resource for Safety and Health*



Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA (6742)  
[www.osha.gov](http://www.osha.gov)

OSHA 3165-12-06R



## LIST OF SUBCONTRACTORS

I do \_\_\_\_\_, I do not \_\_\_\_\_ propose to subcontract some of the work on this Project. Subcontractors, if used, are listed in the table below:

### LIST OF SUBCONTRACTORS

1. Subcontractor Company Name \_\_\_\_\_

Address \_\_\_\_\_ City, State & Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Contact Email \_\_\_\_\_

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	---------------------------------	--------------------------------

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	---------------------------------	--------------------------------

2. Subcontractor Company Name \_\_\_\_\_

Address \_\_\_\_\_ City, State & Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Contact Email \_\_\_\_\_

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	---------------------------------	--------------------------------

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	---------------------------------	--------------------------------

**LIST OF SUBCONTRACTORS**

5. Subcontractor Company Name \_\_\_\_\_

Address \_\_\_\_\_ City, State & Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Contact Email \_\_\_\_\_

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business?

Yes

No

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification?

Yes

No

6. Subcontractor Company Name \_\_\_\_\_

Address \_\_\_\_\_ City, State & Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Contact Email \_\_\_\_\_

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business?

Yes

No

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification?

Yes

No

Copy and attach this page if additional space is needed.

**INFORMATION REGARDING  
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

**Procedures for Implementation of 40 CFR Part 31.136(e)  
(Minority Business Enterprise/Women's Business Enterprise)**

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

**Affirmative Actions**

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:
  - a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - i. Specific description of the work to be subcontracted;
    - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
    - iii. Date quotation is due to the bidder;
    - iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
  - b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

**Determination of Compliance**

It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION  
WORKSHEET**

Grant Applicant \_\_\_\_\_

Project Number \_\_\_\_\_

Contractor/Engineer \_\_\_\_\_

Address, City, State, and Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone No \_\_\_\_\_

Amount of Contract \_\_\_\_\_ MBE Percentage \_\_\_\_\_ WBE Percentage: \_\_\_\_\_

1. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Scope Of Work \_\_\_\_\_

2. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Scope Of Work \_\_\_\_\_

3. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Scope Of Work \_\_\_\_\_

4. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Scope Of Work \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
  - I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.