



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-001
GRANT # B-15-MC-48-0503
ENGINEERING SERVICES
– LULL SUBDIVISION
IMPROVEMENTS**

**SUBMITTAL DEADLINE
MONDAY,
NOVEMBER 16, 2015
@ 3:00 PM**



**IN PARTNERSHIP WITH THE
U.S. DEPARTMENT OF
HOUSING AND URBAN
DEVELOPMENT COMMUNITY
DEVELOPMENT BLOCK
GRANTS**

**2015-2016
City Officials**

**Richard H. Garcia, Mayor
Homer Jasso, Jr. Mayor Pro-Tem
David Torres, Councilmember
J.R. Betancourt, Councilmember
Richard Molina, Councilmember
Ramiro Garza Jr., City Manager**



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



REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ# 2016-001

GRANT# B-15-MC-48-0503

ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS

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REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, 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.

RFQ'S will be received until 3:00 p.m. Central Time, on Monday, November 16, 2015, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

**RFQ # 2016-001
GRANT# B-15-MC-48-0503
ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS**

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). 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, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, and all contract provisions listed in 24 CFR Part 85.36(i).

Respondents must also make a positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 requirements of the Housing

and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. Preference may be given to Section 3 Certified Businesses in the awarding of bids.

Prospective Respondents shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can be completed at 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.

If you have any questions or require additional information regarding this RFQ, please contact Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S: 415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS): City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

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

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2016-001
GRANT# B-15-MC-48-0503
ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications

and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "ORIGINAL," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

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

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 60 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Qualifications **ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such

interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local

Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses and questions to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive or emailed to plongoria@cityofedinburg.com by **Wednesday, November 11, 2015 until 1:00 p.m.** for consideration. The RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive and submitted on or before **Monday, November 16, 2015 at 3:00 PM** to be considered. An original and five (5) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for "ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's: 415 W. University Drive
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ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent

in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Public Works is currently seeking a qualified professional Engineering firms to provide Engineering services (civil) for the Lull Subdivision Improvements (Drainage & Streets). This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Hydrology & Hydraulics
- Civil Engineering
- Surveying
- Geo-Technical Engineering

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Review of Surveying data
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private Contractor
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON November 16, 2015.

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Section 3 -Acknowledgement of Section 3 of the Housing and Urban Development (HUD) Act of 1968 provisions.

8. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
9. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on Monday August 11, 2014 if necessary. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	October 30, 2015
Publish RFQ	Oct. 30, 2015 & Nov. 6, 2015
RFQ Submission Deadline (Post Marked or Delivered)	November 16, 2015
RFQ Review	Nov. 16, 2015 – Dec. 20, 2015
Firms Interviews, if required	Dec. 23, 2015
City Council Selects Firm(s)	December 01, 2015

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **November 16, 2015 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS**.

SECTION 3 – HOUSING AND URBAN DEVELOPMENT (HUD) ACT OF 1968 PROVISIONS

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment, and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state, and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember! "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit our HUD website.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time! Permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

- | | | |
|------------------------|-------------------------|-----------------------|
| • Accounting | • Electrical | • Marketing |
| • Architecture | • Elevator Construction | • Painting |
| • Appliance repair | • Engineering | • Payroll Photography |
| • Bookkeeping | • Fencing | • Plastering |
| • Bricklaying | • Florists | • Plumbing |
| • Carpentry | • Heating | • Printing Purchasing |
| • Carpet Installation | • Iron Works | • Research |
| • Catering | • Janitorial | • Surveying |
| • Cement/Masonry | • Landscaping | • Tile setting |
| • Computer/Information | • Machine Operation | • Transportation |
| • Demolition | • Manufacturing | • Word processing |
| • Drywall | | |

Who will award the economic opportunities?

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

How can Section 3 residents or Section 3 business concerns allege Section 3 violations?

You can file a written complaint with your local HUD Field Office.

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

Section 3 Clause

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Definitions

Applicant- Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited divided sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Business Concern- a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor- any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance- all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) - Public Housing Agency

Housing Development- low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs- programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members for low- and very low-income families.

Low-income person- families (including single persons) whose incomes do not exceed 80 per centum of the centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area- a metropolitan statistical area (MSA), as establish by the Office of Management and Budget.

New Hires- full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient- any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under HUD program to which Section 3 applies and does not include contractors.

Section 3- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

Section 3 Business Concern- a business concern,

1. That is 51 percent or more owned by Section 3 resident: or Rio Grande Valley Entitlement Communities Section 3 Plan
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance-

1. public housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership)

Section 3 Clause- the contract provisions set forth in Section 135.38

Section 3 Covered Contracts- a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract includes the installation of materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project- the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Covered non-construction project- is a project associated with the Section 3 Covered Project such as maintenance contracts, re-painting, routine maintenance, HVAC servicing, and professional services (architectural, engineering, legal services, accounting, marketing, etc.).

Section 3 Resident- a public housing resident or an individual who resides in the metropolitan area or Nonmetropolitan-county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor- any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person- families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually because of unusually high or low family incomes.

City of Edinburg Community Development
 HUD Fiscal Year 2015 Income Limits Documentation System

FY 2015 Income Limit Area (Released 03/25/2015)
 McAllen-Edinburg-Mission, TX MSA

FY 2015 Income Limit Category	1 Person	2 Person	3 Person	4 Person
Extremely Low (30%) Income Limits	\$11,000	\$12,600	\$14,150	\$15,700
Very Low (50%) Income Limits	\$22,020	\$25,200	\$28,320	\$28,320
Low (80%) Income Limits	\$29,350	\$33,550	\$37,750	\$41,900

FY 2015 Income Limit Category	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	\$17,000	\$18,250	\$19,500	\$20,750
Very Low (50%) Income Limits	\$33,960	\$36,480	\$39,000	\$41,520
Low (80%) Income Limits	\$45,300	\$48,650	\$52,000	\$55,350

**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

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

APPLICANT: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business _____

Address of Business _____

Type of Business/Trade/Profession _____

Type of Business: Corporation/LLC- Partnership Sole Proprietorship Joint Venture

Please select the statement below (1, 2, or 3) that best describes your business.

1. 51% (or more) of your business is owned by a Section 3 Resident(s). A Section 3 Resident is a Public Housing Resident or an individual who resides in the metropolitan area or Nonmetropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low-to-very low income person.

And provide:

- List of current ownership and percentage of ownership along with contact information
- Any of the following documents, if available:
 - Copy of Articles of Incorporation
 - Assumed Business Name Certificate
 - List of Business Name Certificate
% ownership of each
 - Organization chart with names and titles
and brief function statement
 - Certificate of Good Standing
 - Partnership Agreement
 - Corporation Annual Report
 - Latest Board minutes appointing officers
 - Additional documentation

2. At least 30% of our business workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of the date of first employment with your business

And provide the following regarding your employees:

- List of all current full-time employees
- PHA/IHA Residential lease less than 3
Years from date of employment
- List of employees claiming Section 3 status
with EXHIBIT J or K completed for each employee
- Other evidence of Section 3 status less than 3
Years from date of employment

3. At least 25% of your total dollar award will be contracted to Certified Section 3 businesses:

Provide :

- A list of previously contracted Section 3 business (es) and subcontracted amount and
- Agree to provide a list of subcontracted Section 3 business (es) and subcontract amount when submitting bids for any HUD funded projects to meet this requirement

Authorizing Name and Signature

Date: _____

Witnessed by: _____

Received by : _____

Date: _____

CONTRACTOR'S SECTION 3 PLAN

_____ agrees to implement the specific following affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of _____.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county/MSA, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontractors adhere to the Section 3 provisions that are applicable to the Contractor.
- F. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- I. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.
- J. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of _____(Company),

We the undersigned have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of the program and its provisions.

Signature

Signature

Title

Date

Title

Date

SECTION 3 EMPLOYEE DATA & CERTIFICATION

El Departamento de Vivienda y Desarrollo Urbano (HUD) requiere que la Ciudad de _____ obtenga documentos de ingresos de las personas nuevamente empleadas que trabajan en los proyectos que reciben beneficios de programas federales. Este formulario se puede utilizar como documentación de apoyo para el Anexo A (#2) pero también es requerido para cumplir con los requisitos de Subvención de Bloque de Desarrollo de Comunidad de HUD.

FAVOR DE ESCRIBIR A LETRA DE MOLDE

Nombre del Participante: _____ Titulo de Trabajo: _____

Dirección: _____ Teléfono: _____
Calle Ciudad

SECCIÒN 1: ¿Cuál es su raza? (Circule uno)

- BLANCO
- NEGRO/ AMERICANO AFRICANO
- ASIÁTICO
- INDIO AMERICANO/NATURAL DE ALASKA
- NATURAL DE HAWAI/ EL OTRO ISLEÑO PACÍFICO
- ASIÁTICO y BLANCO
- AMERICANO AFRICANO y BLANCO
- INDIA AMERICANO/NATURAL DE ALASKA y AMERICANO AFRICANO
- OTRO MULTI-RACIAL

¿Es su familia de origen hispano? (Circule uno) Sí No

SECCIÒN 2: Sí usted responde "Sí" a cualquiera de las siguientes preguntas, siga a Sección 4.

¿Reside usted en una vivienda publica? Sí su respuesta es "Sí", siga a Sección 4.
(Circule uno) Sí No

¿Ha estado desempleado en los ultimos tres anos? Si su repuesta es "Sí", siga a Sección 4.
(Circule uno) Sí No

¿Fue usted clasificado como residente de Sección 3 tres anos antes de ser ocupado por esta compañía? Sí su respuesta es "Sí", siga a Sección 4.
(Circule uno) Sí No

SECCIÒN 3 :

¿Cuántas personas en su Familia? (Circule uno) 1 2 3 4 5 6 7 8

¿Cuál son los ingresos total de su familia (antes de impuestos)? _____

SECCIÒN 4:

Certifico que toda la información antedicha es verdad y correcta al mejor de mi conocimiento.

Firma del Empleado

Fecha

ESTIMATED WORKFORCE BREAKDOWN

NAME OF BUSINESS/CONTRACTOR/SUBCONTRACTOR _____

JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS/LOW INCOME
OFFICERS SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

*A Section 3 Resident is 1) a public housing resident; or a 2) a low or very low income person residing in the metropolitan area or non-metropolitan county where the project is located.

ALL NEW HIRES MUST COMPLETE AN INCOME DOCUMENTATION CERTIFICATION—SEE EXHIBITS J and K.

SECTION 3 MONTHLY COMPLIANCE FORM

Contractor and all subcontractor(s) must sign, date and deliver this form monthly to:

RGVEC: _____ Project Name: _____

RGVEC Address: _____ Project Location: _____

For the Month of _____

I. Hiring

Select one:

I have not hired any new employees during the month specified.

I have hired Section 3 employees and/or non-Section 3 employees during the month. (If Section 3 employee, please complete Exhibit J or Exhibit K for each employee)

II. Recruitment

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

I have made Texas Workforce Solutions Center and/or WorkinTexas.com the initial contact for all new hires.

I have advertised to fill vacancy (ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

Placed signs or posters in prominent places at project site(s).

Taken photographs of the above item to document that the above step was carried out.

Distributed employment flyers to the administrative office of the local Public Housing Authority.

Contacted RGVECs employment referrals or Youthbuild Program referrals.

Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.

Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.

Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

III. Verification

I have attached proof of all checked items.

I hereby certify that the above information is a true and correct.

Signature

Title

Date

Business Name

POSTED NOTICE TO PROJECT RESIDENTS

The project _____
is being funded by the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program/HOME Program and/or State of Texas (various grants). This notice complies with the RGVECs Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:

- 1. Persons residing in the project area and who are of low- to very-low- income
- 2. Participants in HUD Youthbuild
- 3. Homeless Persons
- 4. Residents of the local Public Housing Authority
- 5. Residents of the local Section 8 Housing Assistance Program units

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor _____

Contact Person _____

Address _____

City, State, Zip _____

Phone _____

Estimated construction start date is _____

PLEASE WEATHER PROOF ALL POSTINGS

MONTHLY EMPLOYMENT UTILIZATION REPORT

TO: City of Edinburg

FROM: _____
(Contractor)

COMMUNITY DEVELOPMENT DEPARTMENT

ADDRESS OF CONTRACTOR

NAME OF PROJECT: RFQ 2016-001 Engineering

(Street)

Services – Lull Subdivision Improvements

(City & State)

CONTRACTOR'S PHONE NUMBER:

GRANT NUMBER: B-15-MC-48-0503

REPORTING PERIOD: _____

PERCENTAGE OF PROJECT COMPETITION: _____

CLASSIFICATION	WORK HOURS OF EMPLOYEMENT ON THIS PROJECT								
	TOTAL	BLACK	WHITE	ASIAN OR PACIFIC ISLANDER	HISPANIC	FEMALE	DISABLED	VETERAN	SECTION 3 RESIDENT
OFFICERS									
SUPERVISORS									
PROFESSIONALS									
TECHNICIANS									
HOUSING SALES/RENTAL MANAGEMENT									
OFFICE CLERICAL									
SERVICE WORKERS									
JOURNEYMEN									
COMMON LABORERS									
APPRENTICES									
TRAINEES									
TOTAL									

% OF MINORITY EMPLOYEES

% FEMALE EMPLOYEES

% LOW INCOME/SECTION 3 EMPLOYEES%

%HANDICAPPED EMPLOYEES

SIGNATURE
DATE SIGNED

AND TITLE OF COMPANY OFFICIAL COMPLETING REPORT

This form must be completed monthly by the General Contractor for all workers

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 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. 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. Their phone number is (866) 606-8220.

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.

CERTIFICATION OF CONTRACTOR (BIDDER) REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

-
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

Replaces Form HUD-1238.CD-1, which is Obsolete.

HUD-950.1 (11.78)

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: _____ PROJECT #: _____

INSTRUCTIONS

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.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

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 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

U.S. Department of Housing and Urban Development

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.

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)

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	
	One Time Only
	Weekly
	Bi-Weekly
	For _____ Weeks

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

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.)

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.

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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.

(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.

WD 05-2519 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2519

Daniel W. Simms Division of | Revision No.: 18

Director Wage Determinations| Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
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01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.16
01012 - Accounting Clerk II	12.52
01013 - Accounting Clerk III	14.48
01020 - Administrative Assistant	16.86
01040 - Court Reporter	15.03
01051 - Data Entry Operator I	9.50
01052 - Data Entry Operator II	10.37
01060 - Dispatcher, Motor Vehicle	14.48
01070 - Document Preparation Clerk	10.46
01090 - Duplicating Machine Operator	10.46
01111 - General Clerk I	10.21
01112 - General Clerk II	11.16
01113 - General Clerk III	12.52
01120 - Housing Referral Assistant	16.69
01141 - Messenger Courier	9.90
01191 - Order Clerk I	9.70
01192 - Order Clerk II	10.59
01261 - Personnel Assistant (Employment) I	12.52
01262 - Personnel Assistant (Employment) II	15.33
01263 - Personnel Assistant (Employment) III	17.11
01270 - Production Control Clerk	13.34
01280 - Receptionist	9.51
01290 - Rental Clerk	12.52
01300 - Scheduler, Maintenance	12.90
01311 - Secretary I	12.90
01312 - Secretary II	14.43
01313 - Secretary III	16.10
01320 - Service Order Dispatcher	12.82
01410 - Supply Technician	16.86

01420 - Survey Worker	14.38
01531 - Travel Clerk I	10.71
01532 - Travel Clerk II	11.73
01533 - Travel Clerk III	12.58
01611 - Word Processor I	10.10
01612 - Word Processor II	12.50
01613 - Word Processor III	14.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.72
05010 - Automotive Electrician	13.04
05040 - Automotive Glass Installer	12.21
05070 - Automotive Worker	12.21
05110 - Mobile Equipment Servicer	10.83
05130 - Motor Equipment Metal Mechanic	13.72
05160 - Motor Equipment Metal Worker	12.21
05190 - Motor Vehicle Mechanic	13.72
05220 - Motor Vehicle Mechanic Helper	10.29
05250 - Motor Vehicle Upholstery Worker	11.52
05280 - Motor Vehicle Wrecker	12.21
05310 - Painter, Automotive	13.04
05340 - Radiator Repair Specialist	12.21
05370 - Tire Repairer	10.10
05400 - Transmission Repair Specialist	13.72
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.31
07041 - Cook I	8.74
07042 - Cook II	9.34
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.27
07210 - Meat Cutter	10.65

07260 - Waiter/Waitress	8.11
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.19
09040 - Furniture Handler	9.08
09080 - Furniture Refinisher	13.38
09090 - Furniture Refinisher Helper	10.22
09110 - Furniture Repairer, Minor	11.78
09130 - Upholsterer	13.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	8.45
11090 - Gardener	11.16
11122 - Housekeeping Aide	8.27
11150 - Janitor	9.29
11210 - Laborer, Grounds Maintenance	9.04
11240 - Maid or Houseman	7.25
11260 - Pruner	8.21
11270 - Tractor Operator	10.68
11330 - Trail Maintenance Worker	9.04
11360 - Window Cleaner	9.87
12000 - Health Occupations	
12010 - Ambulance Driver	14.85
12011 - Breath Alcohol Technician	15.30
12012 - Certified Occupational Therapist Assistant	22.12
12015 - Certified Physical Therapist Assistant	22.99
12020 - Dental Assistant	13.22
12025 - Dental Hygienist	30.90
12030 - EKG Technician	24.42
12035 - Electroneurodiagnostic Technologist	24.42
12040 - Emergency Medical Technician	15.00

12071 - Licensed Practical Nurse I	15.52
12072 - Licensed Practical Nurse II	17.37
12073 - Licensed Practical Nurse III	19.38
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	14.36
12160 - Medical Record Clerk	12.34
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	14.16
12210 - Nuclear Medicine Technologist	34.71
12221 - Nursing Assistant I	8.74
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.72
12224 - Nursing Assistant IV	12.03
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	22.15
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II, Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III, Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	20.92
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.38
13012 - Exhibits Specialist II	21.54
13013 - Exhibits Specialist III	26.37
13041 - Illustrator I	17.38

13042 - Illustrator II		21.54
13043 - Illustrator III		26.37
13047 - Librarian		23.88
13050 - Library Aide/Clerk		18.30
13054 - Library Information Technology Systems Administrator		21.54
13058 - Library Technician		13.22
13061 - Media Specialist I		15.54
13062 - Media Specialist II		17.38
13063 - Media Specialist III		19.39
13071 - Photographer I		14.67
13072 - Photographer II		16.41
13073 - Photographer III		20.35
13074 - Photographer IV		23.45
13075 - Photographer V		29.26
13110 - Video Teleconference Technician		15.43
14000 - Information Technology Occupations		
14041 - Computer Operator I		12.38
14042 - Computer Operator II		13.85
14043 - Computer Operator III		15.48
14044 - Computer Operator IV		17.27
14045 - Computer Operator V		19.18
14071 - Computer Programmer I	(see 1)	17.38
14072 - Computer Programmer II	(see 1)	20.63
14073 - Computer Programmer III	(see 1)	25.90
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	25.75
14102 - Computer Systems Analyst II	(see 1)	26.90
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.68

14160 - Personal Computer Support Technician	17.27
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.41
15020 - Aircrew Training Devices Instructor (Rated)	28.33
15030 - Air Crew Training Devices Instructor (Pilot)	33.51
15050 - Computer Based Training Specialist / Instructor	23.41
15060 - Educational Technologist	29.50
15070 - Flight Instructor (Pilot)	33.51
15080 - Graphic Artist	17.26
15090 - Technical Instructor	16.83
15095 - Technical Instructor/Course Developer	19.52
15110 - Test Proctor	11.18
15120 - Tutor	11.18
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.93
16030 - Counter Attendant	7.93
16040 - Dry Cleaner	9.32
16070 - Finisher, Flatwork, Machine	7.93
16090 - Presser, Hand	7.93
16110 - Presser, Machine, Drycleaning	7.93
16130 - Presser, Machine, Shirts	7.93
16160 - Presser, Machine, Wearing Apparel, Laundry	7.93
16190 - Sewing Machine Operator	9.79
16220 - Tailor	10.31
16250 - Washer, Machine	8.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	13.84
19040 - Tool And Die Maker	16.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	10.16

21030 - Material Coordinator	14.22	
21040 - Material Expediter	14.22	
21050 - Material Handling Laborer	9.44	
21071 - Order Filler	8.83	
21080 - Production Line Worker (Food Processing)		10.22
21110 - Shipping Packer	10.00	
21130 - Shipping/Receiving Clerk	10.00	
21140 - Store Worker I	10.23	
21150 - Stock Clerk	13.65	
21210 - Tools And Parts Attendant	10.22	
21410 - Warehouse Specialist	10.22	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	15.92	
23021 - Aircraft Mechanic I	15.15	
23022 - Aircraft Mechanic II	15.92	
23023 - Aircraft Mechanic III	16.71	
23040 - Aircraft Mechanic Helper	11.24	
23050 - Aircraft, Painter	14.17	
23060 - Aircraft Servicer	13.56	
23080 - Aircraft Worker	13.59	
23110 - Appliance Mechanic	12.88	
23120 - Bicycle Repairer	9.40	
23125 - Cable Splicer	18.01	
23130 - Carpenter, Maintenance	12.88	
23140 - Carpet Layer	13.27	
23160 - Electrician, Maintenance	13.97	
23181 - Electronics Technician Maintenance I	12.65	
23182 - Electronics Technician Maintenance II	14.54	
23183 - Electronics Technician Maintenance III	17.58	
23260 - Fabric Worker	12.51	

23290 - Fire Alarm System Mechanic	15.10
23310 - Fire Extinguisher Repairer	11.64
23311 - Fuel Distribution System Mechanic	15.18
23312 - Fuel Distribution System Operator	11.00
23370 - General Maintenance Worker	11.71
23380 - Ground Support Equipment Mechanic	15.15
23381 - Ground Support Equipment Servicer	13.56
23382 - Ground Support Equipment Worker	13.59
23391 - Gunsmith I	11.44
23392 - Gunsmith II	13.08
23393 - Gunsmith III	14.73
23410 - Heating, Ventilation And Air-Conditioning Mechanic	12.33
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	12.95
23430 - Heavy Equipment Mechanic	16.02
23440 - Heavy Equipment Operator	12.08
23460 - Instrument Mechanic	15.10
23465 - Laboratory/Shelter Mechanic	13.88
23470 - Laborer	8.14
23510 - Locksmith	12.88
23530 - Machinery Maintenance Mechanic	15.39
23550 - Machinist, Maintenance	12.75
23580 - Maintenance Trades Helper	10.16
23591 - Metrology Technician I	15.10
23592 - Metrology Technician II	15.98
23593 - Metrology Technician III	16.85
23640 - Millwright	15.10
23710 - Office Appliance Repairer	11.99
23760 - Painter, Maintenance	11.71

23790 - Pipefitter, Maintenance	13.23
23810 - Plumber, Maintenance	12.87
23820 - Pneudraulic Systems Mechanic	15.10
23850 - Rigger	15.77
23870 - Scale Mechanic	13.41
23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	13.41
23931 - Telecommunications Mechanic I	18.04
23932 - Telecommunications Mechanic II	18.94
23950 - Telephone Lineman	15.15
23960 - Welder, Combination, Maintenance	13.27
23965 - Well Driller	15.10
23970 - Woodcraft Worker	14.91
23980 - Woodworker	10.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.31
24580 - Child Care Center Clerk	9.66
24610 - Chore Aide	7.98
24620 - Family Readiness And Support Services Coordinator	9.22
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16.40
25040 - Sewage Plant Operator	12.03
25070 - Stationary Engineer	16.40
25190 - Ventilation Equipment Tender	11.90
25210 - Water Treatment Plant Operator	12.03
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.46
27007 - Baggage Inspector	10.02

27008 - Corrections Officer	14.94
27010 - Court Security Officer	17.35
27030 - Detection Dog Handler	14.63
27040 - Detention Officer	14.94
27070 - Firefighter	17.58
27101 - Guard I	10.02
27102 - Guard II	14.63
27131 - Police Officer I	20.81
27132 - Police Officer II	24.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.64
28042 - Carnival Equipment Repairer	10.18
28043 - Carnival Equipment Worker	9.27
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.23
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	12.56
29020 - Hatch Tender	12.56
29030 - Line Handler	12.56
29041 - Stevedore I	12.20
29042 - Stevedore II	13.71
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16

30021 - Archeological Technician I	13.92
30022 - Archeological Technician II	14.74
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.08
30040 - Civil Engineering Technician	16.56
30061 - Drafter/CAD Operator I	13.11
30062 - Drafter/CAD Operator II	14.64
30063 - Drafter/CAD Operator III	16.36
30064 - Drafter/CAD Operator IV	18.60
30081 - Engineering Technician I	12.25
30082 - Engineering Technician II	13.77
30083 - Engineering Technician III	15.38
30084 - Engineering Technician IV	19.08
30085 - Engineering Technician V	22.36
30086 - Engineering Technician VI	27.40
30090 - Environmental Technician	19.00
30210 - Laboratory Technician	16.36
30240 - Mathematical Technician	18.17
30361 - Paralegal/Legal Assistant I	15.14
30362 - Paralegal/Legal Assistant II	17.38
30363 - Paralegal/Legal Assistant III	21.26
30364 - Paralegal/Legal Assistant IV	25.72
30390 - Photo-Optics Technician	18.17
30461 - Technical Writer I	18.17
30462 - Technical Writer II	20.91
30463 - Technical Writer III	24.95
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74

30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or	(see 3)	16.36
Surface Programs		
30621 - Weather Observer, Senior	(see 3)	18.17
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.33
31030 - Bus Driver		13.68
31043 - Driver Courier		10.40
31260 - Parking and Lot Attendant		8.00
31290 - Shuttle Bus Driver		11.20
31310 - Taxi Driver		7.32
31361 - Truckdriver, Light		11.20
31362 - Truckdriver, Medium		12.07
31363 - Truckdriver, Heavy		14.67
31364 - Truckdriver, Tractor-Trailer		14.67
99000 - Miscellaneous Occupations		
99030 - Cashier		8.43
99050 - Desk Clerk		7.75
99095 - Embalmer		23.19
99251 - Laboratory Animal Caretaker I		13.71
99252 - Laboratory Animal Caretaker II		14.39
99310 - Mortician		23.19
99410 - Pest Controller		13.33
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		11.54
99711 - Recycling Specialist		13.78
99730 - Refuse Collector		11.00
99810 - Sales Clerk		10.71
99820 - School Crossing Guard		11.36
99830 - Survey Party Chief		18.99

99831 - Surveying Aide	12.91
99832 - Surveying Technician	15.88
99840 - Vending Machine Attendant	10.70
99841 - Vending Machine Repairer	12.14
99842 - Vending Machine Repairer Helper	10.70

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations

involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{ Standard Form
1444 (SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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

	Y	N		Y	N
8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>

12a. Employee Signature	12b. Date
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13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview
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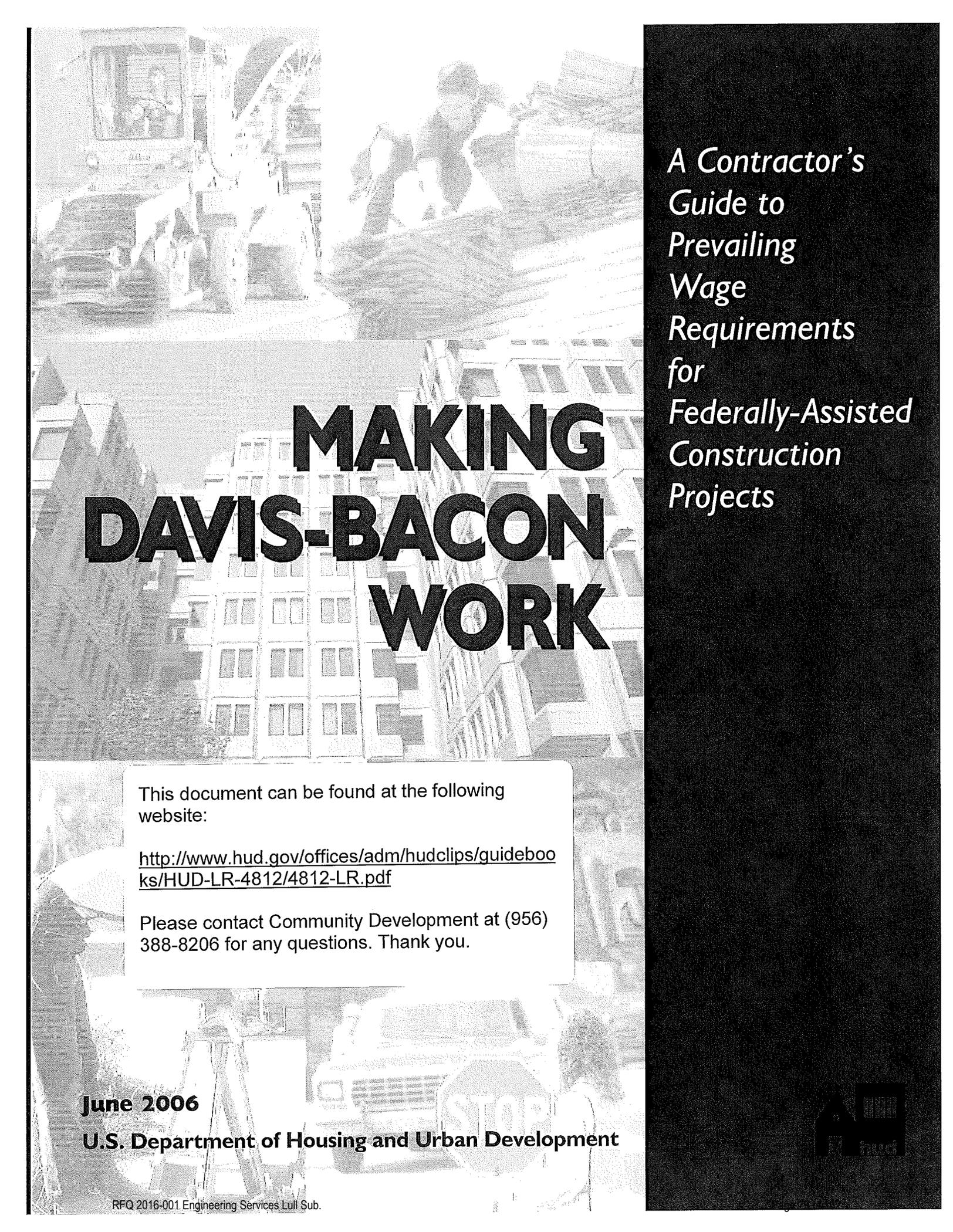
Payroll Examination

16. Remarks

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

Form HUD-11 (08/2004)



MAKING DAVIS-BACON WORK

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

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



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)

<p>1. FROM (name and address of requesting agency) City of Edinburg 415 W. University Drive Edinburg, Texas 78541</p>	<p>2. PROJECT NAME AND NUMBER</p>
<p>3. LOCATION OF PROJECT (City, County and State) Hilda Subdivision, Edinburg, Hidalgo County, Texas</p>	

<p>4. BRIEF DESCRIPTION OF PROJECT .</p>	<p>5. CHARACTER OF CONSTRUCTION</p> <p> <input type="checkbox"/> Building <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway </p>
---	--

<p>6. WAGE DECISION NO. (include modification number, if any) TX150008 <input type="checkbox"/> COPY ATTACHED</p>	<p>7. WAGE DECISION EFFECTIVE DATE 01/02/2015</p>
---	---

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

<p>9. PRIME CONTRACTOR (name, address)</p>	<p>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)</p>
---	---

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.

<p>Eduardo Garza</p> <hr/> <p>Agency Representative (Typed name and signature)</p>	<p>_____</p> <p>Date</p>	<p>FOR HUD USE ONLY LR2000:</p> <p>Log in:</p> <p>Log out:</p>
<p>(956) 388-8206</p> <hr/> <p>Phone Number</p>		

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HUD 4238-A
(5-66)

ADVERTISEMENT FOR BIDS

Project No. _____

(Owner)

Separate sealed bids for _____ for
_____ will
be received by _____
At the office of _____
until _____ o'clock (A.M. ____, P.M. ____, S.T. ____, D.S.T. ____) _____, 20 ____,
and then at said office publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and
Forms of Bid Bond, Performance and Payment Bond, and other contract documents may
be examined at the following:

Copies may be obtained at the office of _____
located at _____ upon
payment of \$ _____ for each set. Any unsuccessful bidder, upon returning such set
promptly and in good condition, will be refunded his payment, and any non-bidder upon
so returning such a set will be refunding \$ _____.

The owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the
conditions provided in the Information for Bidders.

Attention of bidders is particularly called to the requirements as to conditions of
employment to be observed and minimum wage rates to be paid under the contract,
Section 3, Segregated Facility, Section 109 and E.O. 11246.

No bidder may withdraw his bid within 30 days after the actual date of the opening
thereof.

(Date)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HUD 4238-B(R)

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

The _____ (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 _____ until _____ o'clock a.m./p.m., ST/DST, _____, 20____, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to _____ at _____ and designated as bid for _____.

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, Certification by Bidder (Contractor) concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1421, 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, Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1422, 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 ____ consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$_____ 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:
_____ at _____ 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. 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
ourselves, our heirs, executors, administrators, successors and assigns.
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.

Principal (L.S.)

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 _____ 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:

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).

HUD 4238

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)

SEAL (If bid is by a corporation)

COMMUNITY DEVELOPMENT
BLOCK GRANT REGULATIONS

OMB CIRCULAR A-102
ATTACHMENT B

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal Government which requires contracting for construction of facility improvement shall follow which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000.00. For contracts or subcontracts exceeding \$100,000.00 the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. 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.

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

- c. A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. 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 the execution of the work provided for in the contract.

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 form 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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35.	Architect/Engineer's Authority	70.	Employment Practices
		71.	Contract Termination; Debarment

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

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: _____

THE LAW

Equal Employment Opportunity is

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 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.

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, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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.

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación (*Rehabilitation Act*) de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam (*Vietnam Era Veterans' Readjustment Assistance Act*) de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciben asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

(en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRENSALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

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

DERECHOS DEL EMPLEADO

BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIO MÍNIMO FEDERAL

\$7.25

 POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

PAGO DE SOBRETUENDPO

Por lo menos tiempo y medio (1½) de su tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

EMPLEO DE MENORES DE EDAD

El empleado ha de tener por lo menos **16 años** de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18 años** para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14 y 15 años** de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

No más de

- **3 horas** en un día escolar o **18 horas** en una semana escolar;
- **8 horas** en un día no escolar o **40 horas** en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche**. Se aplican reglas distintas al empleo agrícola.

CRÉDITO POR PROPINAS

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos \$2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos \$2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

CUMPLIMIENTO

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les puede imponer penas pecuniarias civiles de hasta \$1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempo y hasta \$11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta \$50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas evaluaciones, hasta \$100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohíbe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempo.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de \$4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.



Para información adicional:

1-866-4-USWAGE

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



WWW.WAGEHOUR.DOL.GOV

Job Safety and Health

It's the law!



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

OSHA 3165-12-06R



Seguridad y Salud en el Trabajo

¡Es la Ley!



Administración de Seguridad
y Salud Ocupacional

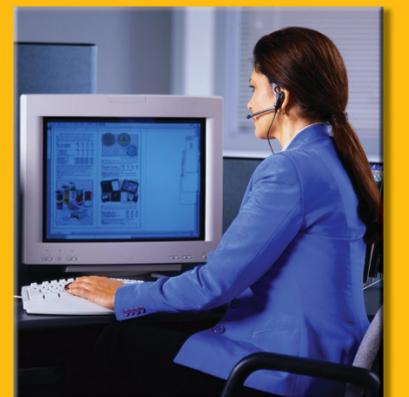
Departamento de Trabajo
de los EE. UU.

EMPLEADOS:

- Usted tiene el derecho de notificar a su empleador o a la OSHA sobre peligros en el lugar de trabajo. Usted también puede pedir que la OSHA no revele su nombre.
- Usted tiene el derecho de pedir a la OSHA que realice una inspección si usted piensa que en su trabajo existen condiciones peligrosas o poco saludables. Usted o su representante pueden participar en esa inspección.
- Usted tiene 30 días para presentar una queja ante la OSHA si su empleador llega a tomar represalias o discriminar en su contra por haber denunciado la condición de seguridad o salud o por ejercer los derechos consagrados bajo la Ley OSH.
- Usted tiene el derecho de ver las citaciones enviadas por la OSHA a su empleador. Su empleador debe colocar las citaciones en el lugar donde se encontraron las supuestas infracciones o cerca del mismo.
- Su empleador debe corregir los peligros en el lugar de trabajo para la fecha indicada en la citación y debe certificar que dichos peligros se hayan reducido o desaparecido.
- Usted tiene derecho de recibir copias de su historial o registro médico y el registro de su exposición a sustancias o condiciones tóxicas o dañinas.
- Su empleador debe colocar este aviso en su lugar de trabajo.
- Usted debe cumplir con todas las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH que sean aplicables a sus propias acciones y conducta en el trabajo.

EMPLEADORES:

- Usted debe proporcionar a sus empleados un lugar de empleo libre de peligros conocidos.
- Usted debe cumplir con las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH.



Los empleadores pueden obtener ayuda gratis para identificar y corregir las fuentes de peligro y para cumplir con las normas, sin citación ni multa, por medio de programas de consulta respaldados por la OSHA en cada estado del país.

1-800-321-OSHA (6742)

www.osha.gov

OSHA 3167-01-07R



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

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

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



WWW.WAGEHOUR.DOL.GOV

**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 _____

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."

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

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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.

(Approved by the Office of Management and Budget under control number 1205-0223)

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]*

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.

SAMPLE REPORT

PAYROLL

(For Contractor's Optional Use; See Instruction.)

Form WH-347 (Inst.)

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		PROJECT OR CONTRACT NO.																
ACES CONSTRUCTION COMPANY, INC.		1776 America Street, Anytown, Montana 59604		101-35075-PM-WAH-18																
PAYROLL NO #1 (Show # and FINAL at end)		FOR WEEK ENDING		HOURS WORKED EACH DAY																
July 4, 1983		Happy Valley Manor - Anytown, MT 59604																		
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
				S	M	T	W	TH	F	S				FICA	WITH-HOLDING TAX	STATE W/H	VAC FUND		OTHER *	TOTAL DEDUCTIONS
(2) John Doe 521-44-7086 1974 Clark Ave. Downtown, MT 59624	1	Foreman Carpenter**	O	2	2	1	1	1	1	1	6	10.95	65.70	15.18	53.60	8.00	10.00	Ins.	86.78	270.92
(3) Dick Brown 544-43-7806 245 Anytown, MT 59601	2	3 cu. yd. Backhoe Operator	O	8	8	8	8	8	8	8	40	6.00	240.00	10.00	45.00	5.00		5.00	65.00	175.00
(4) John Doe 501-44-7086 Anywhere St. Downtown, MT 59624	0	10 cu. yd. Truck Driver	O	4	6	8	8	8	8	8	22	6.45	141.90	10.59	48.00	7.00			65.59	173.71
(5) Bill Thomas 515-36-1005 1050 Clearbridge St. Somewhere, MT 59011	1	Cement Mason	O	8	8	8	8	8	8	8	32	6.56	209.92							
(6) John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	2	Cement Mason	O	8	8	8	8	8	8	8	32	5.90	188.80							
(6) Tom Tompson 505-43-5478 1010 Hallelujah, MT 59903	2	Laborer	O	4	7	8					19	4.95	94.05							
(7) Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526		(Owner) Title Setter	O	8	8	8	8	8	8	8	40									
(8) Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	0	Apprentice Carpenter 1st Step - 55%	O	8	8	8	8	8	8	8	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.

Community Development Block Grant (CDBG) Program

CDBG Administration Manual

SAMPLE REPORT

Date _____

I, Samantha Sammons (Name of signatory party) Bookkeeper (Title) do hereby state:

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

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 (48 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

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 (GRAFT)	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.

NAME AND TITLE	SIGNATURE
Samantha Simmons Bookkeeper ***	
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

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND (NAME OF COMPANY) FOR
COUNTY OF HIDALGO § GRANT# B-15-MC-48-0503 ENGINEERING
SERVICES – LULL SUBDIVISION
CITY OF EDINBURG § IMPROVEMENTS**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and (NAME OF COMPANY) (hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals to provide Professional Engineering services for the Grant# B-15-MC-48-0503 Engineering Services – Lull Subdivision. The firm shall provide services for specific projects as may be requested by the City and such services shall be defined, scheduled, and authorized as described in RFQ #2016-001 “**Exhibit D**” and **this Agreement**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional Engineering services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

**SECTION I
EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

**SECTION II
BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

**SECTION III
RESPONSIBILITY OF THE CITY**

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the Engineering services.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.
- F. The Consultant's obligations under this clause are in addition to the Consultant's other express or implied obligations under this Agreement or

state law and in no way diminish any other rights that the City may have against the Consultant for f consultant's errors or omissions.

- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed \$0.00 for Phase (Surveys, Analysis, concepts Engineering Plan, and Comprehensive Budget) and a fee based on a seven point five percentage (0.00%) of construction of the approved budget by City Council for Engineering design which shall not exceed \$0.00 (for basic services excluding additional services. The Payment for such services in further detailed in **Exhibit "C"**, the Engineering services for the Lull Subdivision and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change

orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be six (6) months commencing on the date of its execution with the option to extend an additional year.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence

2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after ten (10) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall

notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV **NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII
NOTICE GOVERNING LAW

The Contractor agrees to abide by the following laws and regulations and to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant laws:

1. Compliance with HUD 4012, Federal Labors Standards Provisions which includes the Davis-Bacon and Related Acts and the Copeland Anti-Kickback Act;
2. Agrees to pay wage rates on construction work for this project at least equal to the applicable wage decision **TX150008, approved 01/02/2015 (Exhibit A)** by the Department of Labor and any wage decision that supersedes this decision before the contract is awarded;
3. Title VI of the Civil Rights Act of 1964, Executive Order 11246 (Equal Employment Opportunity);
4. Title I of the Housing and Community Development Act of 1974, as amended;
5. Section 504 of the Rehabilitation Act of 1973, as amended;
6. Section 3 of the Housing and Urban Development Act of 1968;
7. Clean Water, Clean Air, Executive Order 11738 and Regulations Provision;
8. Debarment, Suspension and Ineligibility. The Contractor represents and warrant that is and its subcontractors are not debarred, suspended, or placed in ineligibility status under 24 CFR 24 (government debarment and suspension regulations);
9. Agrees to comply with all contract provisions listed on **Exhibit D** when applicable.
10. **Failure to comply with Labor Standards requirements can and may result in the termination of the contract and disbarment of contractor**

SECTION XVII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2015.

CITY OF EDINBURG:

BY: _____
Ramiro Garza, Jr., City Manager
City of Edinburg
415 W. University Dr

P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

SAMPLE

NAME OF COMPANY

BY: _____

Name

Title

Address

City, State, and Zip Code

Phone:

Fax:

Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-001

Contact the Texas Board of Engineering Examiners, P.O. Box 12337, Austin, Texas 78711-2237, telephone 512-305-9000, www.tbae.state.tx.us, for complaints regarding the professional practices of persons registered as architects in Texas.

SAMPLE

EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND (NAME OF COMPANY) FOR GRANT# B-15-MC-48-0503 ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, “Request for Qualifications #2016-001 GRANT# B-15-MC-48-0503 ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS.

Consultant shall provide services may include, but not be limited to:

The selected firm(s) will report to, and operate under, the direction of City of Edinburg’s Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Hydrology & Hydraulics
- Civil Engineering
- Surveying
- Geo-Technical Engineering

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Review of Surveying data
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private Contractor
- Prepare environmental reports
- Review of environmental and engineering reports and proposals

- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- General civil engineering support services as assigned

SAMPLE

DEBARMENT CERTIFICATION

- (1) The CONSULTANT certifies to the best of its knowledge and belief, that it and its principals:
- (a) ARE NOT presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department 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 transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, or destruction of records, making false statements, or receiving stolen property;
 - (c) ARE NOT presently indicated for or otherwise criminally or civilly charged by a governmental entity* 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* terminated for cause or default.
- (2) WHERE the CONSULTANT is unable to certify to any of the statements in this certification, such CONSULTANT shall attach an explanation to this certification.

* Federal, state or local

Signature of Certifying Official

Title

Date

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

SAMPLE

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND (NAME OF COMPANY) FOR GRANT# B-15-MC-48-0503 ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS

SAMPLE

EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND (NAME OF COMPANY) FOR GRANT# B-15-MC-48-0503 ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS

SAMPLE

EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND (NAME OF COMPANY) FOR GRANT# B-15-MC-48-0503 ENGINEERING SERVICES – LULL SUBDIVISION IMPROVEMENTS

SAMPLE