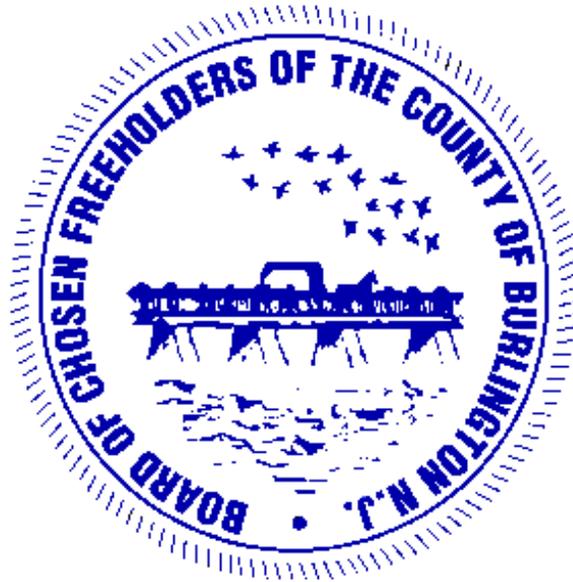


CONTRACTOR SELECTION PROCESS AND LABOR STANDARDS HANDBOOK FOR SUB-GRANTEES

AN INFORMATION GUIDE



**BURLINGTON COUNTY
COMMUNITY DEVELOPMENT PROGRAM**

FOREWORD

BURLINGTON COUNTY COMMUNITY DEVELOPMENT PROGRAMS

This Handbook is one of four information guides which have been prepared by Burlington County's Office of Housing and Community Development. The purpose of these guides is to familiarize interested parties with all phases of the County's Community Development Programs. The Handbooks are:

1. *CDBG Pre-application and Guide Package and Affordable Housing Developer's Guide and Application*

These guides are designed to introduce interested parties and potential applicants to the Community Development Block Grant and HOME Programs. Each package describes the objectives of the programs, activities that are eligible under the Federal regulations governing each program and County policy; and how an applicant participates in and submits proposals for each of the programs.

2. *Voucher Payment Process Handbook*

This guide describes how Sub-grantees of Burlington County's Program request Community Development payments, illustrates financial management requirements and outlines the Federal Drawdown Process.

3. *Sub-grantee Program Monitoring Handbook*

This guide describes performance standards, the Consolidated Annual Performance Evaluation and Report (CAPER), which Burlington County submits to the Department of Housing and Urban Development, and the information which each Sub-grantee of the County's Community Development Program is required to submit to help prepare the APR.

4. *Sub-grantee Labor Standards Handbook*

This guide explains the Federal Labor Standards Provisions as required by the Housing and Community Development Act of 1974. The responsibilities and obligations of HUD Title I recipients and contractors working on Community Development Block Grant or "HOME" funded projects are detailed.

Each of these information guides is available and can be obtained by mail at Burlington County Community Development, PO Box 6000, Mount Holly, NJ, 08060, or at the office located at the Human Services Facility, 795 Woodlane Road, Second Floor, Westampton, NJ 08060, or by calling (609) 265-5072.

BURLINGTON COUNTY
COMMUNITY DEVELOPMENT PROGRAM

**Sub-grantee Contractor Selection Process
and Labor Standards Handbook**

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NOTE: Pages 31-47 **must** be made part of **all** Contracts for Community Development Projects

INTRODUCTION

This information package has been prepared with the purpose of explaining the Federal Labor Standards Provisions as required by the Housing and Community Development Act of 1974. In the following pages, the responsibilities and obligations of HUD Title I recipients and contractors working on Community Development funded projects are detailed. Included are explanations of the statutory provisions and sanctions, charts to clarify the stages at which certain activities should be undertaken, terms, conditions and provisions which must become part of the contract document as well as payroll and field inspection guides for recipients. Actual forms which must be utilized are included and may be copied as needed. Although the regulations and procedures may initially appear complicated, the intent of this implementation process stresses prevention and, if carefully followed, should be effective in preventing labor standards violations and minimizing the impact of those which do occur.

FOR TECHNICAL ASSISTANCE, CONTACT:

Jennifer Hiros, CPM, Division Head
at (609) 265-5072 or e-mail at JHiros@co.burlington.nj.us

**BURLINGTON COUNTY
COMMUNITY DEVELOPMENT PROGRAM**

SANCTIONS

The following sanctions are operable:

- A. Where the recipient's performance with respect to labor standards administration and enforcement is found not to be in conformance with the requirements of the Housing and Community Development Act of 1974, the applicable implementing regulations of HUD, the provisions of Section 570.913 of the Regulations ("Other Remedies for Non-compliance"), are effective. Payments may be terminated, reduced or otherwise limited.
- B. Violations of the Copeland Act by contractors could be the basis for termination of the contract and could result in criminal prosecution by the Federal Government pursuant to 18 USC 874. Fraudulent execution of the requisite statement of compliance could result in prosecution under the False Information Act, 18 USC 1001, 18 USC 1020, or 31 USC 231. The making of false statements is a felony.
- C. Violations of the Contract Work Hours and Safety Standards Act make the contractor and any subcontractor responsible and liable for unpaid wages and for liquidated damages to the United States in the sum of \$10 per man per day for each violation. Intentional violations are a Federal misdemeanor, punishable for each and every offense by a fine of not more than \$1,000 or by imprisonment for not more than six months, or both. Violations may also be grounds for termination of the contract.
- D. Violations of the Davis-Bacon Act may result in suspension of the project payment, advance, or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled, or debarment of the contractor or sub-contractor.
- E. Debarment recommendations pursuant to 29 CFR 5.6 shall be made by the appropriate HUD Area Office Director accompanied by substantiating material and forwarded to the Regional Administrator, Attention Labor Relations Officer, for review. In turn, subject recommendation with comment shall be referred to the Assistant to the Secretary for Labor Relations for review and submission to the Department of Labor for appropriate action.

**IMPLEMENTATION AND CONTRACTING PROCESS FOR
FEDERAL LABOR STANDARDS**

Labor Standards Implementation and Contracting Procedures

PHASE	SUB-GRANTEE	CONTRACTOR
Prior to completion of project specifications	Request from Community Development or download current wage determination at www.wdol.gov and insert into specifications 1. Insert Community Development contract provisions into specifications	
Prior to commencing bidding process	2. Prepare bid package, bid advertisement and notice to bidders. All must contain Section 3 Notice, Page 26 3. Submit bid package, bid advertisement and project specifications to Community Development for approval 4. Resubmit bid package, bid advertisement or specifications if changes are needed	
Prior to contract award	5. Submit bid advertisement affidavits, bid tabulations and contractor selection to Community Development 6. Request that Community Development review debarred list for selected contractor	
Upon award of contract	7. Submit award resolution to Community Development 8. Schedule and send notification of preconstruction meeting to Community Development, contractor, all available sub-contractors and other interested parties 9. Submit copy of contract to Community Development	Execute contract in a timely manner
Pre-construction meeting	10. Organize, preside over and keep minutes of preconstruction meeting 11. Forward copies of minutes to attendees	1. Attend preconstruction meeting 2. Submit list of sub-contractors to Community Development
Construction	12. Notify Community Development of start of construction and track progress of project 13. Submit vouchers and back-up as required (follow instruction in Voucher Payment Handbook) 14. Notify Community Development of change orders, etc. NOTE: Sub-grantee is responsible for contractor's compliance with Community Development requirements	3. Complete and submit to Community Development, contractor and sub-contractor certification forms within 10 days of preconstruction meeting. 4. Complete and submit to Community Development payroll forms at end of each work week.

**U.S. DEPARTMENT OF LABOR
FEDERAL WAGE DETERMINATIONS**

Current Federal Wage Determinations, which must be included in all contracts, are available on the Internet at www.wdol.gov

For technical assistance, contact Jennifer Hiros at (609) 265-5072.

PAYROLL FORMS AND INSTRUCTIONS

A copy of the Weekly Certified Payroll form, along with instructions follows.

In addition, a fillable Weekly Certified Payroll can be found on the Internet at www.dol.gov/whd/forms/wh347.pdf

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION
		PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			OT ORST.	HOURS WORKED EACH DAY									FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
				S															
			O																
			S																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____ (Contractor or Subcontractor); that during the payroll period commencing on the _____ (Building or Work) _____ day of _____, _____, and ending the _____ day of _____, _____, 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

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that 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 C.F.R. 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. § 3145), and described below:

(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:

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

— 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

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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.

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

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> 1		ADDRESS 2	
PAYROLL # 3	FOR WEEK ENDING 4	PROJECT AND LOCATION 5	PROJECT OR CONTRACT # 6

(1) Name, Address and Social Security Number of Employee	(2)	(3) Work Classification	(4) Day and Date							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) Deductions				(9) Net Wages Paid for Week	(10) Total Fringe Benefit Cost/Hr.
			Hours Worked Each Day	FICA	With- holding Tax	Total Deductions												
			O															
			S															
			O															
			S															

1. Check appropriate box and enter name of firm.
2. Enter firm address.
3. First payroll should be numbered "1", second payroll "2", etc., with the last payroll marked "FINAL".
4. Enter the date payroll week ends.
5. Enter location of project and name of municipality.
6. Enter Community Development Block Grant Program No. assigned to sub-grantee (municipality).
7. Starting with the first day of the payroll week – enter days and dates.

EXAMPLE 1

U.S. Department of Labor
Wage and Hour Division

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

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS	
PAYROLL #	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT #

(1) Name, Last 4 digits of Social Security Number of Employee	(2)	(3) Work Classification	(4) Day and Date							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) Deductions				(9) Net Wages Paid for Week	(10) Total Fringe Benefit Cost/Hr.
			Hours Worked Each Day										FICA	With- holding Tax		Total Deductions		
John Doe 123 Washington Drive Toms River, NJ 268-24-9587	M2	Laborer, Group 1	O						1	1	36.68	770.18	74.82	182.32		205.50	580.61	11.30
			S	8	6	8			8	30	24.45							
1		2	O								4	5				7	8	
			S															

1. Enter name, address and Social Security number.
2. Enter classification information from Federal Wage Determination.
3. Top Boxes: Enter hours employee worked overtime on this project, total the hours and enter total in Column 5.
Bottom Boxes: Enter hours employee worked regular time on this project, total the hours and enter total in Column 5.
4. Top Space: Enter overtime rate.
Bottom Space: Enter regular rate of pay
5. Top Space: Enter gross amount employee earned on this project.
Bottom Space: Enter total gross amount employee earned on all jobs (including this project).
6. Enter all deductions.
7. Enter net wages paid for the week.
8. Enter the total amount of fringe benefits costs per hour.

EXAMPLE 2

U.S. Department of Labor
Wage and Hour Division

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

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS			
PAYROLL #	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT #		

(1) Name, Last 4 digits of Social Security Number of Employee	(2)	(3) Work Classification	(4) Day and Date							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) Deductions				(9) Net Wages Paid for Week	(10) Total Fringe Benefit Cost/Hr.
			Hours Worked Each Day										FICA	With- holding Tax		Total Deductions		
John Doe 123 Washington Drive Toms River, NJ 111-22-3333	M2	Laborer, Group 1	O						1	1	36.68	770.18	74.82	182.32		205.50	580.61	11.30
			S	8	6	8			8	30	24.45							
	M2	Equipment Operator, Group 3	O									113.48						16.15
			S				4	4	4	4	28.37							
1		2									4	5					7	8

1. Enter name, address and Social Security number.
2. If employee worked under two or more different classifications, enter classification information from Federal Wage Determination directly under first classification.
3. Top Boxes: Enter hours employee worked overtime on this project, total the hours and enter total in Column 5.
Bottom Boxes: Enter hours employee worked regular time on this project, total the hours and enter total in Column 5.
4. Top Space: Enter overtime rate.
Bottom Space: Enter regular rate of pay
5. Top Space: Enter gross amount employee earned on this project.
Bottom Space: Enter total gross amount employee earned on all jobs (including this project).
6. Enter all deductions.
7. Enter net wages paid for the week.
8. Enter the total amount of fringe benefits costs per hour.

EXAMPLE 3

U.S. Department of Labor
Wage and Hour Division

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

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS	
PAYROLL #	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT #

(1) Name, Last 4 digits of Social Security Number of Employee	(2)	(3) Work Classification	(4) Day and Date	(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) Deductions				(9) Net Wages Paid for Week	(10) Total Fringe Benefit Cost/Hr.
							FICA	With- holding Tax				
No work on project during this payroll period.			Hours Worked Each Day									
			O									
1			O									
			S									

1. If no work is done on this project during a payroll period, please indicate.

Date: _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)
on the _____;

_____ (building or work)
that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, 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

_____ (contractor or subcontractor)
from the full weekly wages earned by any person and that 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:

(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; the at 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:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wages 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
 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	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE

THE WILFUL 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.

EXAMPLE 4

CONTRACTOR'S CERTIFICATION FORM

A copy of the Contractor's Certification form, to be completed by the Contractor for each CDBG construction project, follows:

In addition, the Contractor's Certification Form may be accessed through the Internet at www.co.burlington.nj.us/257/Community-Development-Housing

U.S. Department of Housing and Urban Development
Community Development Block Grant Program

**CONTRACTOR'S CERTIFICATON CONCERNING LABOR
STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (appropriate recipient): Jennifer Hiros, CPM, Division Head Burlington County Community Development PO Box 6000 Mount Holly, NJ 08060	DATE: _____ Project # (if any): _____ Project Name: _____
--	---

1. The undersigned, having executed a contract with _____ for the construction of the above identified project, acknowledges that:
 - (a) The Labor Standards Provisions are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.
2. HE CERTIFIES THAT:
 - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a).
 - (b) No part of the aforementioned contract has been or will be subcontracted to _____ any subcontractor if such subcontractor or any firm, corporation, partnership or association in which an ineligible contractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within 10 days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

HE CERTIFIES THAT:

- (a) The legal name and the business address of the undersigned are: _____

- (b) The undersigned is:
 - (1) A single proprietorship
 - (2) A partnership
 - (3) A corporation organized in the State of _____
 - (4) Other organization (describe): _____
- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

- (d) The name and address of all other persons, both natural and corporate, having substantial interest in the undersigned, and the nature of the interest are(if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building, construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

AFFIRMATION:

_____ DATE: _____

Contractor

By: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides, in part: "whoever, ...makes, passes, utters or publishes any statement, knowing the same to be false ...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

IRS Identification #: _____

Is Contractor a *bona fide* minority contractor? Yes_____ No_____

If yes, list minority: _____

Is the Contractor a woman-owned business? Yes_____ No_____

SUB-CONTRACTOR'S CERTIFICATION FORM

A copy of the Sub-contractor's Certification form, to be completed by every Sub-Contractor working on a CDBG project, follows.

In addition, the Sub-contractor's Certification Form may be accessed through the Internet at www.co.burlington.nj.us/257/Community-Development-Housing

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR
STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient): Jennifer Hiros, Division Head Burlington County Community Development PO Box 6000 Mount Holly, NJ 08060	DATE: _____ Project # (if any): _____ Project Name: _____
---	---

1. The undersigned, having executed a contract with _____ (contractor or _____ subcontractor) for _____ (nature of work) _____ in the amount of \$ _____ in the construction of the above-identified project, certifies that:
 - (a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract.
 - (b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 275 a-2(a).
 - (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within 10 days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier Subcontractor, in duplicate.
The workmen will report for duty on or about _____ (date).
3. HE CERTIFIES THAT:
 - (a) The legal name and the business address of the undersigned are: _____
 - (b) The undersigned is:
 - (1) A single proprietorship
 - (2) A partnership
 - (3) A corporation organized in the State of _____
 - (4) Other organization (describe): _____
 - (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

- (d) The name and address of all other persons, both natural and corporate, having substantial interest in the undersigned, and the nature of the interest are(if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building, construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

AFFIRMATION:

Contractor

DATE: _____

By: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides, in part: "whoever, ...makes, passes, utters or publishes any statement, knowing the same to be false ...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

IRS Identification #: _____

Is Contractor a *bona fide* minority contractor? Yes_____ No_____

If yes, list minority: _____

Is the Contractor a woman-owned business? Yes_____ No_____

RECORD OF EMPLOYEE INTERVIEW

During construction on a CDBG funded project, the following "Record of Employee Interview" may be completed. This form is included in this handbook for informational purposes only.

**U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations
FEDERAL LABOR STANDARDS QUESTIONNAIRE**

HUD FORM 4730E
OMB Approval Number 2501-0018
(Exp. 09/30/2013)

17. Identify other employees (name, address, phone) who worked with you and who could confirm the type of work you performed.

18. Identify employees (name, address, phone) you supervised

I affirm that the information provided herein is accurate to the best of my knowledge.

Employee name (Please print clearly)	Home phone number (including area code)
Current address (include apartment number, if any) (Street, City/State/Zip Code)	Alternate Phone Number(s) (including area code)
Permanent/Alternate Address (if current address is temporary)	E-mail address
SIGNATURE	Date

Disclosure Authorization

I authorize the HUD representative to disclose my name and the information I have submitted to the extent necessary to enforce my rights under the Acts administered by the U.S. Department of Housing and Urban Development.

SIGNATURE:	DATE:
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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released with your approval. Provision of this is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about their employment on covered projects.

POSTERS

Contractor's working on Federally-financed construction projects are required to display posters at the job site. A copy of those posters follows.

In addition, the posters may be accessed on the Internet at
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf> (Notice to All Employees Working on Federal or Federally Financed Construction Projects)

<https://www.osha.gov/sites/default/files/publications/osha3165.pdf> (Job Safety and Health)

https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster.pdf (Equal Opportunity is the Law)

NOTICE TO ALL EMPLOYEES Working on Federal or Federally-Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of 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 a week. There are some exceptions.

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, contact the Contracting Officer listed below:

**BURLINGTON COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
PO Box 6000, Mount Holly, NJ 08060-6000
JENNIFER HIROS, Division Head (609) 265-5072**

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
*U.S. Department of Labor
Employment Standards
Administration*

You have a right to a safe and healthful workplace. IT'S THE LAW!

- 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 the inspection.
- You can file a complaint with OSHA within 30 days of discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have a right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violation.
- 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 or records of your exposure to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.

The *Occupational Safety and Health Act of 1970 (OSH Act)*, P.L. 91-596, assures safe and healthful working conditions for working men and women throughout the Nation. The Occupational Safety and Health Administration, in the U.S. Department of Labor, has the primary responsibility for administering the *OSH Act*. The rights listed here may vary depending on the particular circumstances. To file a complaint, report an emergency, or seek OSHA advice, assistance or products, call 1-800-321-OSHA or your nearest OSHA office: Philadelphia (215) 861-4900
Teletypewriter (TTY) number is 1-877-889-5627.

To file a complaint online or obtain more information on OSHA federal and state programs, visit OSHA's website at www.osha.gov. If your workplace is in a state operating under an OSHA-approved plan, your employer must post the required state equivalent of this poster.

1-800-321-OSHA
www.osha.gov

EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or sub-contract are protected under the following Federal authorities:

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, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

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), Employment Standards Administration, U.S. Dept. of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, or call (202) 693-0101, or an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits 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 or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose 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 on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act 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 assistance.

INDIVIDUALS WITH DISABILITIES

Sections 502, 504 and 505 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 in the federal government.

Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

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

For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

SECTION 3 NOTICE

This Contract is subject to US Department of Housing and Urban Development, Community Development Block Grant Program regulations and Federal Labor Standard provisions.

NOTICE IS HEREBY GIVEN. THIS IS A SECTION 3 PROJECT OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AND, TO THE GREATEST EXTENT FEASIBLE, OPPORTUNITIES FOR TRAINING AND EMPLOYMENT MUST BE GIVEN TO LOW AND MODERATE INCOME PERSONS RESIDING WITHIN THE PROJECT AREA; AND THE PROJECT MUST UTILIZE BUSINESSES LOCATED IN OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING WITHIN THE PROJECT AREA.

THIS NOTICE MUST APPEAR IN ALL BID ADVERTISEMENTS AND NOTICES TO BIDDERS.

CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS

**The following pages must be included in all
contracts and sub-contracts**

CONTRACT FOR COMMUNITY DEVELOPMENT PROJECT

SUMMARY

Listed below are the terms, conditions and provisions which must be followed for projects funded in whole or in part with Community Development funds. A more complete explanation of each requirement is to be found in the following pages.

GENERAL TERMS AND CONDITIONS

1. Lead based paint prohibition
2. Compliance with Air and Water Acts
3. Interest of members of Congress
4. Interest of members, officers or employees (present or former)
5. Architectural Barriers Act
6. Provisions for training, employment and business opportunities
7. Termination contract for cause
8. Termination for convenience of contracting entity
9. Changes
10. Assignability
11. Reports and Information
12. Records and Audits
13. Copyrights
14. Patent rights
15. Compliance with local laws
16. Indemnification
17. Equal Employment Opportunity
18. Performance Bonds
19. Payment Bond
20. Bid guarantee
21. Warning of Federal Wage Rates

FEDERAL LABOR STANDARDS PROVISIONS

Applicability

- A.
 1. Minimum Wages
 2. Withholding
 3. Payrolls
 4. Apprentices and Trainees.
 5. Compliance with Copeland Act Requirements
 6. Subcontracts
 7. Contract termination; debarment
 8. Compliance with Davis Bacon and Related Act Requirements
 9. Disputes concerning labor standards
 10. Certificate of Eligibility
 11. Complaints, Proceedings or Testimony by Employees
- B. Contract Work Hours and Safety Standards Act
 1. Overtime requirements
 2. Violation; liability for unpaid wages, liquidated damages
 3. Withholding for unpaid wages and liquidated damages
 4. Subcontracts

C. Health and Safety

CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS
General Terms and Conditions

1. LEAD BASED PAINT PROHIBITION

The use of lead based paint on applicable surfaces of any residential structure undergoing construction or reconstruction through funds provided in whole or in part under Title I of the Housing and Community Development Act of 1974 is prohibited. The contractor shall conform to the provisions of 24 CFR 35 and the "Lead Based Paint Poisoning Prevention Act" 24 U.S.C. 481(3).

2. COMPLIANCE WITH AIR AND WATER ACTS

Contracts and sub-grants amount in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional office of the Environmental Protection Agency.

3. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America or resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend this contract if made with a corporation for its general benefit.

4. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer or employee of the County, municipality or the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

5. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

a. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

- b. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires that removal of architectural barriers and communications barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

6. PROVISIONS FOR TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment are given to lower income residents of the project areas and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- b. Parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said organization or workers' representatives of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not sub-contract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24

CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified in 24 CFR 135.

7. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the contracting entity shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. On such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the contracting entity, become its property and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor shall not be relieved of liability to the contracting entity for damages sustained by the contracting entity by virtue of any breach of the contract by the contractor, and the contracting entity may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the contracting entity from the contractor is determined.

8. TERMINATION FOR CONVENIENCE OF CONTRACTING ENTITY

The contracting entity may terminate this contract at any time by giving at least 10 days notice in writing from the contracting entity to the contractor. If the contract is terminated by the contracting entity as provided herein, the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made: provided, however, that if less than 60% of the services covered by this contract have been performed upon the effective date of such termination, the contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract incurred by the contractor during the contract period, which are directly attributable to the uncompleted portion of the services covered by this contract.

9. CHANGES

The contracting entity may, from time to time, request changes in the scope of the services of the contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between the contracting entity and the contractor shall be incorporated in written amendments to this contract.

10. ASSIGNABILITY

The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of the contracting entity thereto: provided, however, that claims for money due or to become due the contractor from the contracting entity under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the contracting entity.

11. REPORTS AND INFORMATION

The contractor, at such times and in such forms as Burlington County, the Secretary of HUD and/or the contracting entity, shall produce such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

12. RECORDS AND AUDITS

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the contracting entity, Burlington County, or the Department of HUD to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the contracting entity, Burlington County, or the Department of HUD or the Comptroller General of the United States or any authorized representative, and will be retained for three (3) years after the expiration of this contract unless permission to destroy them is granted by contracting entity, Burlington County and HUD.

13. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor.

14. PATENT RIGHTS

In the event that any invention, improvement, or discovery may be conceived or first actually reduced to practice by the contractors or its employees in the course of or under this contract or any subcontract, the invention, improvement, or discovery, together with all information, designs, specifications, know-how, data, patent rights and findings in connection therewith which arise or where developed in the course of the performance of this contract or any subcontract hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as HUD shall determine.

15. COMPLIANCE WITH LOCAL LAWS

The contractor shall comply with all applicable laws, ordinances, and codes of the state and local government.

16. INDEMNIFICATION

The contractor shall indemnify and hold harmless the contracting entity and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the contracting entity or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation, disability benefit act or other employee benefit acts.

17. EQUAL EMPLOYMENT OPPORTUNITY

- a. This clause applies to contracts not exceeding \$10,000.

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract. A breach of this provision may be grounds for contract termination.

- b. This clause applies to contracts in excess of \$10,000.

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; 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 equal Opportunity clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract, or with any such rules, regulations, orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the statement preceding Subparagraph 91 of the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (8) A breach of paragraphs (1), (2), (3), (4), (5), (6) or (7) may be

grounds for termination of the contract and for disbarment as provided in 29 CFR 5.6.

18. PERFORMANCE BONDS

The contractor shall post a performance bond for 100% of the contract price.

19. PAYMENT BOND

The contractor shall post a payment bond of 100% of the contract price to assure payment of all persons supplying labor and material in the execution of work provided by the contract, ordinances, and codes of the State and local government.

20. BID GUARANTEE

The contractor shall post a bid guarantee of 5% of the bid price as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

21. WARNING ON FEDERAL WAGE RATES

Contractors shall note that the Federal Government issues new federal wage rates on a regular basis. Community Development policy is that the date of the Resolution awarding the contract will be the date used for determination of the General Wage Decision Modification for this contract. The current General Wage Decision Modification is contained in this bid proposal, however, the wage rates in effect at the time of the contract award shall govern. Furthermore, if an unusual amount of time is allowed to pass between contract award and start of project, the prevailing wage modification will be updated at the discretion of the Community Development Office.

NOTE: It is recommended that this paragraph be included in all instructions to bidders.

FEDERAL LABOR STANDARDS PROVISIONS

**Federal Labor Standards Provisions U.S. Department of Housing
and Urban Development
Office of Labor Relations**

Previous editions are obsolete
form **HUD-4010** (06/2009)
ref. Handbook 1344.1

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 form **HUD-4010** (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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