



## INVITATION TO BID

### FINANCE DEPARTMENT

GREGORY N. L'HEUREUX  
Finance Director

KRISTIE BRADBURY  
Deputy Finance Director

COLLEEN C. SELBERG  
Purchasing Agent

Bid #14-18

### Gymnasium Floor Repair and Paint at Redbank Community Center

Proposals are being requested by the City of South Portland for a Gymnasium Floor Repair and Paint project at the Redbank Community Center located at 29 MacArthur Circle as specified below and in the outline attached hereto as Appendix A.

Complete written proposals shall be submitted in envelopes plainly marked, "Redbank Gym Floor Project" to the City Purchasing Agent, 25 Cottage Road, South Portland, ME 04106, not later than 2:00 p.m. Thursday July 27, 2017 at which time they will be publicly opened and read aloud. Proposals received after that time and date shall not be accepted. Proposals will be evaluated in accordance with the specifications detailed in Appendix A.

Bids shall be submitted on the attached form in sealed envelopes, plainly marked "Bid #14-18 Gym Floor and Paint" and shall be addressed to the purchasing agent at the above address.

The successful bidder will be required to sign a standard contract.

The Contractor shall make his proposal from his own examinations and estimates, and shall not hold the City of South Portland, its agents, employees or independent engineer or his agents, hired by the City, responsible for or bound by any schedule. If any error in any plan, drawing, specification or direction, relating to anything to be done under this contract, comes to the Contractor's knowledge, the Contractor should report it at once to Kevin Adams, Director of Parks, Recreation and Waterfront.

Any item of material, equipment or labor not mentioned in these specifications, but which is required to complete specified work, must be included in the bid by the bidder.

Each proposal shall indicate that the applicant has visited the site and is aware of existing conditions at the site. A pre-bid site visit will be held at the Redbank Community Center on Friday July 14, 2017 between 10:00am – 11:00am.

The selected vendor will be required to provide 3 work references from previous commercial jobs, and a certificate of insurance for public liability, and property damage. **This project is funded through Community Development Block Grant funding. All Federal Requirements and Wage Rates must be followed. Please see attachments for all guidelines.**

Each proposal shall be signed by a person legally authorized to bind the vendor to a contract.

The vendor shall signify in the proposal that he/she has read and understands all conditions as outlined in this Request for Proposals and the attached Appendix and Federal Guidelines and Wage Rates Attachments.

Vendor shall rely only on information contained in the Request for Proposal and written addenda hereto.

Selected sections of vendor response may be incorporated as part of any agreement the City executes with the selected vendor.

Questions regarding this Request for Proposal must be directed in writing to Kevin Adams, Director of Parks, Recreation, and Waterfront, or his designee at the above address. Questions which may influence vendor responses will be answered in writing with copies to all vendors as addenda to this Request for Proposal.

With your proposal, you must submit proof from the Secretary of State's office that your foreign corporation, limited liability company, limited partnership and or limited liability partnership is qualified in the State of Maine.

The City of South Portland reserves the right to negotiate with the selected vendor as to the scope of services and fees, whether or not that proposal would mean the maximum return to the city.

The City also reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received and to reject any or all proposals received for whatever reason it deems appropriate.

Materials and equipment purchased for permanent installation in this project will be exempt from the State sales tax. Each bidder shall take this exemption into account in calculating his bid price for the work.

All permits and licenses necessary for the prosecution of the work shall be secured and paid by the bidder.

The successful bidder shall furnish all labor, materials, and equipment necessary to do this work as specified in a workmanlike and orderly manner and all work shall be performed in accordance with the best trade practice.

The successful bidder must guarantee to replace or repair at no cost or expense to the City of South Portland, all work, materials and fixtures that prove to be defective at any time during the period of one year from the date of completion of work under this bid.

All waste material shall be removed from the site and area left clean upon completion of work. Any equipment or building structure damaged by successful bidder shall be repaired or replaced to the satisfaction of the owner.

All work to be furnished to the City of South Portland shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of all existing and future State and Federal laws.

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following delivery of and receipt of invoices for all items covered by the purchase order. In submitting bids under the attached specifications, bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City of South Portland's purchasing ordinance.

Colleen Selberg  
Purchasing Agent

## CITY OF SOUTH PORTLAND

### Appendix A

#### Gymnasium Floor Repair and Paint Project at Redbank Community Center

Proposals are being requested by the City of South Portland for a Gymnasium Floor Repair and Paint project at the Redbank Community Center.

All proposals should describe in detail each of the following:

1. The full extent and scope of the proposed project as it relates to
  - Repair patches throughout the gym floor
  - Cut out and fill in rubber areas near control joints
  - 2 mm full urethane over pour 112' x 80'
  - Re-paint entire floor game lines and logo
    - 1 main basketball court
    - 2 basketball courts crossing main court
    - 2 Volleyball Court lines across main court
2. Proposals must be accompanied by plans. Applicants must also submit appropriate written evidence of their experience and/or qualifications for their particular proposal. Three (3) written references attesting to the experience and/or qualification of the applicants to accomplish their intended project goals are also desired.
3. Plans for maintenance and upkeep, as well as protection of surrounding fixtures of the project area, both during the project and upon completion.
4. Ability to comply with all Federal, State, and local laws, rules, and ordinances. This project is funded through CDBG funding. Please see attachments for federal guidelines and wage rates.
5. Please submit estimated start dates and completion dates of the project.

Applicants must agree in their employment practices and provisions of services to the public not to discriminate on the basis of race, religion, creed, color, age, sex, physical or mental handicap, or national origin.

All responses to the aforementioned proposal requirements will be considered individually and as a whole, and the City will make a decision that it determines is in its best interest. The City reserves the right to select or reject any or all proposals, and may negotiate a final agreement with the successful applicant.

Each proposal shall indicate that the applicant has visited the site and is aware of existing conditions at the site. A pre-application site visit will be held at the Redbank Community Center on 29 MacArthur Circle at 10:00 a.m. on Friday July 14, 2017. Applicants'

attendance at the site visit is highly encouraged and failure to attend may be the basis for rejection of the application. Applicants unable to attend the site visit should contact Kevin Adams, Director of Parks, Recreation, and Waterfront at 767-7650, in advance to request an alternate time for a site visit.

PROPOSAL

The UNDERSIGNED hereby proposes to perform all of the work specified in the Invitation to Bid and specifications outlined in Appendix A and at the price specified:

Item Description

1 Gymnasium Floor Repair and Paint Project at Redbank Community Center

TOTAL CONTRACT PRICE \$ \_\_\_\_\_

Guarantee of Labor, Materials & Equipment: \_\_\_\_\_

\_\_\_\_\_

Total Number of days following contract signing before work is to start. \_\_\_\_\_.

Total number of Working Days to Complete \_\_\_\_\_.

The work to be performed under this item shall be commenced by \_\_\_\_\_ and fully completed on or before \_\_\_\_\_.

Signed: \_\_\_\_\_  
(Corporation, Firm or Company)

By: \_\_\_\_\_  
(Officer, Authorized Individual or Owner)

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

Mailing \_\_\_\_\_

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

\_\_\_\_\_

Zip Code: \_\_\_\_\_ Date \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

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

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

## **FEDERAL REQUIREMENTS**

### **1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

### **2. REHABILITATION ACT OF 1973**

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **3. SECTION 202 OF EXECUTIVE ORDER 11246**

#### **A. Activities and contracts not subject to Section 202**

#### **(Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under.)**

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

1. 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; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer 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.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

## **B. Activities and contracts subject to Section 202**

### **Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000.**

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

1.
  - (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 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 or she 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' representative 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, and of 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, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (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 canceled, 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, 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 (1) and the provisions of paragraphs (1) through (7) 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, 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 provision, including sanctions for non-compliance. 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. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 receive

considerations for employment 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 or she has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments 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, 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, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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, 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 administering agency 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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in

federally assisted construction work: Provided, that the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part IL Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.**

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed ***Certification of Non-Segregated Facilities Forms*** for him/herself and all subcontractors.

#### **5. THE AGE DISCRIMINATION ACT OF 1975**

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

## **6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the ground 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 Title I of the Housing and Community Development Act of 1974.

## **7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

In connection with the planning and carrying out of any project assisted with CDBG funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

### **Section 3 Clause:**

- a. The work to be performed under this contracts subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contract agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- 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 sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

## **8. LABOR STANDARDS**

- A. Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- B. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued

pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.

- C. Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

**9. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT**

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard, which is, defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

**10. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970**

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.S.A. 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

**11. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.I. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.**

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

**12. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.**

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

**13. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED,** and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

**14. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 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 from time to time.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

#### **15. MINORITY BUSINESS ENTERPRISES**

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

#### **16. CDBG CERTIFICATION**

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

#### **17. SECTION 319 OF PUBLIC LAW 101-121**

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

### **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

#### **A. Lead-Based Paint Hazards**

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

## **B. Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

## **C. Danger Signals and Safely Devices**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He or she shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.





OFFICE OF COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**INFORMATION FOR BIDDERS  
PLEASE READ CAREFULLY!**

---

---



TO BE CONSIDERED A RESPONSIVE BIDDER  
YOUR BID SUBMISSION MUST CONTAIN A BID GUARANTEE EQUIVALENT TO FIVE PERCENT OF  
THE BID PRICE AND THE FOLLOWING SIGNED AND COMPLETED CERTIFICATIONS:

**For Contracts Between \$10,000 and \$100,000**

1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

**For Contracts Exceeding \$100,000**

1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
3. SECTION 3 AFFIRMATIVE ACTION PLAN

**Additional certifications by subcontractors prior to the start of work date**

1. For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity
2. For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan.

**Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000**

Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
(For Prime Contracts Exceeding \$10,000)**

**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 other 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 report is submitted.

**CERTIFICATION BY BIDDER**

Name and address of bidder

---

---

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
 Yes                       No
  
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes                       No
  
3. Bidder has filed all compliance reports due under applicable instructions.  
 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 Authorized Representative (print or type)

---

Signature of Authorized Representative

Date



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Prime Contracts Exceeding \$10,000)**

Name of Prime Contractor: \_\_\_\_\_

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

The undersigned hereby certifies that:

**No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.**

|  |
|--|
|  |
|--|

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SECTION 3 AFFIRMATIVE ACTION PLAN**  
**(Prime Contractor)**  
**[For Prime Contracts that exceed \$100,000]**

\_\_\_\_\_, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the City of South Portland.

- 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 Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
  - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Participants in HLJD Youthbuild Programs, and
  - (iii) Other Section 3 Residents.
- C.** To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D.** To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E.** To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:

- (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Applicants selected to carry out HUD Youthbuild projects;
  - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
  - I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established.
  - J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
  - K.** To submit reports to CITY and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
  - L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
  - M.** To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Income Worksheet as provided by Cumberland County.
  - N.** To complete a Section 3 Utilization Report and submit said report to CUMBERLAND COUNTY, HUD, or their designee prior to final payment for the covered project; this report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by CUMBERLAND COUNTY.
  - O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

**CONTRACTOR CERTIFICATION**

As officers and representative of: \_\_\_\_\_  
 (Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
 Name and Title of the Authorized Representative (print or type)

\_\_\_\_\_  
 Signature of Authorized Representative Date



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
**SECTION 3 UTILIZATION REPORT**  
(To be completed for all Prime Contracts exceeding \$100,000)

A. SECTION 3 EMPLOYEE INFORMATION

Name of CDBG Grantee: \_\_\_\_\_

Name of Project: \_\_\_\_\_

CDBG Project Number: \_\_\_\_\_ Wage Decision Number: \_\_\_\_\_

Number of Section 3 Employees Utilized on Project by Prime Contractor: \_\_\_\_\_

Number of Section 3 Employees Utilized on Project by Subcontractors: \_\_\_\_\_

Total Number of Section 3 Employees Utilized on Project: \_\_\_\_\_

B. CERTIFICATION OF PRIME CONTRACTOR

As officer and representative of: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the City of South Portland CDBG Program for this project cannot be made until this Report is submitted to the CDBG Grantee or authorized designee.

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
DIRECTIONS FOR COMPLETION OF  
**SECTION 3 UTILIZATION REPORT**  
(For Prime Contracts Exceeding \$100,000)

1. Determine if there has been Section 3 participation in the construction project.
  - a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the Worksheet to the Section 3 Income Schedule provided you at the pre-construction conference to determine if they are Section 3 eligible.
  - b. Distribute copies of the Section 3 Income Worksheet to all subcontractors you engage for the project. Instruct them to have any new employees they hire who reside in the county where the construction is taking place complete the worksheet and have the subcontractors return the forms to you. Compare as in (a.), above to determine Section 3 eligibility.
2. Retain all Section 3 Income Worksheets with your project records.
3. Complete (A) Section 3 Employee Information area of the report.
  - a. Enter name of the community where the project is located.
  - b. Enter project name.
  - c. Enter CDBG Project Number & Federal Wage Decision Number. (located in wage decision documents)
  - d. Enter number of Section 3 Employees you utilized on project.
  - e. Enter number of Section 3 Employees utilized by subcontractors on project
  - f. Enter total number (d + e) of Section 3 Employees utilized on project
4. Complete (B) Certification by Prime Contractor area of Report
  - a. List your name, address and telephone number of your company.
  - b. Print or type name and title of authorized company representative.
  - c. Have authorized representative sign and date Report.



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
(For Subcontracts Exceeding \$10,000)**

**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 other 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 report is submitted.

**CERTIFICATION BY SUBCONTRACTOR**

Name and address of subcontractor

---

---

---

---

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
 Yes                       No
  
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes                       No
  
3. Bidder has filed 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 Authorized Representative (print or type)

---

Signature of Authorized Representative

---

Date





**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**CERTIFICATION OF SUBCONTRACTOR REGARDING**  
**SEGREGATED FACILITIES**  
**(For Subcontracts exceeding \$10,000)**

Name of Subcontractor: \_\_\_\_\_

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

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



## **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SECTION 3 AFFIRMATIVE ACTION PLAN**

**(Subcontractor)**

**[For Subcontracts that exceed \$100,000]**

\_\_\_\_\_, Subcontractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the City of South Portland.

- 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 Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
  - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Participants in Dept. of Labor Youthbuild Programs, and
  - (iii) Other Section 3 Residents.
- C.** To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D.** To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E.** To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3

covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:

- (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Applicants selected to carry out Dept. of Labor Youthbuild projects;
  - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
  - I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.
  - J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
  - K.** To submit reports to CITY and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
  - L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
  - M.** To document utilization of Section 3 Employees on the covered project by obtaining I income information from new project area employees on the Section 3 Income Worksheet.
  - N.** To provide all Section 3 Income Worksheets to the prime contractor for inclusion in the Section 3 Utilization Report prior to receipt of final payment of CDBG funds.
  - O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

As officers and representative of: \_\_\_\_\_  
(Name of Subcontractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Name and Title of the Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## 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.



**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://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: 02/28/2018

|   |         |
|---|---------|
| NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> | ADDRESS |
|---|---------|

|             |                 |                      |                         |
|-------------|-----------------|----------------------|-------------------------|
| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|-------------|-----------------|----------------------|-------------------------|

| (1)<br>NAME AND INDIVIDUAL IDENTIFYING NUMBER<br>(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY<br>NUMBER) OF WORKER | (2)<br>NO. OF<br>WITHHOLDING<br>EXEMPTIONS | (3)<br>WORK<br>CLASSIFICATION | OT/RSST | (4) DAY AND DATE      |  |  |  |  |  |  | (5)<br>TOTAL<br>HOURS | (6)<br>RATE<br>OF PAY | (7)<br>GROSS<br>AMOUNT<br>EARNED | (8)<br>DEDUCTIONS |                         |       |                     |  | (9)<br>NET<br>WAGES<br>PAID<br>FOR WEEK |
|--|--|-------------------------------|---------|-----------------------|--|--|--|--|--|--|-----------------------|-----------------------|----------------------------------|-------------------|-------------------------|-------|---------------------|--|---|
|  |  |                               |         | HOURS WORKED EACH DAY |  |  |  |  |  |  |                       |                       |                                  | FICA              | WITH-<br>HOLDING<br>TAX | OTHER | TOTAL<br>DEDUCTIONS |  |   |
|  |  |                               |         |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | O       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | S       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | O       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | S       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | O       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | S       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | O       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | S       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | O       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | S       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | O       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |
|  |  |                               | S       |                       |  |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |

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)(ii) 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

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)

\_\_\_\_\_;  
 (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.

# 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?<br>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"/><br>Medical Yes <input type="checkbox"/> No <input type="checkbox"/><br>Pension Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. Your job classification(s) (list all) --- continue on a separate sheet if necessary   |   |  |   |   |  |
| 6. Your duties   |   |  |   |   |  |
| 7. Tools or equipment used   |   |  |   |   |  |
| 8. Are you an apprentice or trainee? Y <input type="checkbox"/> N <input type="checkbox"/>   |   |  |   |   |  |
| 10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week? Y <input type="checkbox"/> N <input type="checkbox"/> |   |  |   |   |  |
| 9. Are you paid for all hours worked? Y <input type="checkbox"/> N <input type="checkbox"/>  |   |  |   |   |  |
| 11. Have you ever been threatened or coerced into giving up any part of your pay? Y <input type="checkbox"/> N <input type="checkbox"/>      |   |  |   |   |  |
| 12a. Employee Signature  |   |  | 12b. Date   |   |  |
| 13. Duties observed by the Interviewer (Please be specific.)   |   |  |   |   |  |
| 14. Remarks  |   |  |   |   |  |
| 15a. Interviewer name (please print)   |   | 15b. Signature of Interviewer          |   | 15c. Date of interview  |  |

## Payroll Examination

|                                    |           |
|------------------------------------|-----------|
| 16. Remarks                        |           |
| 17a. Signature of Payroll Examiner | 17b. Date |

General Decision Number: ME170034 01/06/2017 ME34

Superseded General Decision Number: ME20160034

State: Maine

Construction Type: Building

County: Cumberland County in Maine.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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.

Modification Number 0 Publication Date 01/06/2017

BRME0003-001 05/01/2016

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| BRICK POINTER/CAULKER/CLEANER.... | \$ 30.36 | 22.01   |

-----  
CARP0118-015 10/01/2010

|  | Rates    | Fringes |
|--|----------|---------|
| MILLWRIGHT (Industrial and Treatment Plants Only)..... | \$ 23.32 | 16.80   |

-----  
\* CARP1996-009 10/01/2016

|   | Rates    | Fringes |
|---|----------|---------|
| CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation and Industrial Work)..... | \$ 22.01 | 18.49   |

-----  
ELEC0567-013 10/01/2016

|   | Rates    | Fringes |
|---|----------|---------|
| ELECTRICIAN.....  | \$ 30.07 | 16.25   |
| Teledata System Installer (Including Installation of Alarms and HVAC Temperature Controls)..... | \$ 23.99 | 14.17   |

-----  
ELEV0004-004 01/01/2016

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 54.53 | 29.985  |

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

-----  
\* ENGI0004-023 12/01/2016

|   | Rates    | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR:<br>Excavator..... | \$ 34.17 | 25.91   |

-----  
IRON0007-022 03/16/2016

|  | Rates    | Fringes |
|--|----------|---------|
| IRONWORKER, REINFORCING AND<br>STRUCTURAL..... | \$ 23.68 | 21.14   |

-----  
LABO0327-007 07/01/2016

|   | Rates    | Fringes |
|---|----------|---------|
| LABORER: Concrete Worker<br>(Pour and Finish Concrete)..... | \$ 17.30 | 15.22   |

-----  
PLUM0716-005 08/15/2016

|  | Rates    | Fringes |
|--|----------|---------|
| PIPEFITTER (Including<br>Industrial Work and HVAC Pipe<br>Installation)..... | \$ 28.00 | 15.71   |

-----  
SHEE0017-009 01/01/2010

|  | Rates    | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (HVAC Duct<br>Work Only)..... | \$ 23.38 | 18.11   |

-----  
SUME2011-029 03/23/2011

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| BRICKLAYER.....             | \$ 30.35 | 13.71   |
| DRYWALL FINISHER/TAPER..... | \$ 22.00 | 0.90    |
| GLAZIER.....                | \$ 18.00 | 3.64    |
| INSULATOR - BATT.....       | \$ 16.76 | 0.00    |
| LABORER: Asphalt Raker..... | \$ 15.66 | 2.79    |

|   |          |       |
|---|----------|-------|
| LABORER: Demolition.....  | \$ 14.85 | 5.05  |
| LABORER: Common or General,<br>Including brick mason tending<br>and form stripping..... | \$ 13.35 | 3.80  |
| MECHANICAL INSULATOR,<br>Including Duct and Pipe.....                                   | \$ 18.99 | 12.56 |
| METAL BUILDING ERECTOR.....   | \$ 16.59 | 3.32  |
| OPERATOR: Asphalt Paver.....  | \$ 14.25 | 1.78  |
| OPERATOR: Backhoe.....  | \$ 18.58 | 2.91  |
| OPERATOR: Crane.....  | \$ 22.70 | 11.14 |
| OPERATOR: Paver (Asphalt,<br>Aggregate, and Concrete).....                              | \$ 16.25 | 6.59  |
| PAINTER: Brush, Roller and<br>Spray.....  | \$ 14.73 | 2.95  |
| PLUMBER, Includes HVAC Unit<br>Installation (Excludes HVAC<br>Pipe Installation).....   | \$ 21.79 | 2.46  |
| ROOFER, Includes Installation<br>of Metal Roofs.....                                    | \$ 16.76 | 3.00  |
| SHEET METAL WORKER, Excludes<br>HVAC Duct Installation.....                             | \$ 19.46 | 1.75  |
| TRUCK DRIVER: Dump Truck.....   | \$ 11.84 | 0.00  |

-----

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

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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



END OF GENERAL DECISION

