

ORANGE COUNTY, FLORIDA

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Primrose Center, Inc.

**(Renovation of the Lake Telfer Residential
Group Home)**

Please do not alter or modify this document

Table of Contents

Orange County Special Provisions/wage rates determination decision of the Secretary of Labor (DOL) must be part of any Contract for this project, regardless of any contractual relationship which may be alleged to exist between contractor, subcontractor, lower-tier subcontractors, and such laborers or mechanics. A copy of the Special Provisions (Wage Determination) must be posted by the General Contractor at the site of work in a prominent place where it can be easily viewed by the workers. General contractor and any of its subcontractors shall be responsible for complying with Orange County Supplemental Conditions, Davis Bacon Labor Standards and Section 3 requirements, which are incorporated herein by reference.

Submission and Processing of Draw Requests: General Contractor must submit invoices to the Agency using AIA-G702 and Schedule of Values-G703 forms.

- HUD-4010 – FEDERAL LABOR STANDARDS PROVISIONS..... 1
- FEDERAL WAGE RATE SCHEDULE 11
- DAVIS-BACON: SUPERSEDED GENERAL WAGE DETERMINATION 12
- LCPtracker – LABOR COMPLIANCE REPORTING SERVICE..... 18
- SIGNATURE AUTHORITY FORM (Due with first payroll) 19
- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EO 11246)..... 20
- EQUAL OPPORTUNITY (Government Contracts) 21
- STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS 24
- SECTION 3 CLAUSE: 24 CFR 75: This Section 3 Clause is part of this contract 30
- SECTION 3 CONTRACTOR COMPLIANCE PLAN (Required Forms) 32
- BUILD AMERICA, BUY AMERICA ACT (BABA)..... 39
- CONSTRUCTION SIGN SPECIFICATION 41
- SAMPLE FORMAT FOR CONSTRUCTION SIGN 42
- CIP-APPENDIX “A” –LABOR REQUIREMENTS/VERBATIM..... 43

The parties to this contract agree to comply with federal provisions and requirements of compliance with Davis-Bacon and Related Act (DBRA) contained in 29 CFR Parts 1, 3, and 5, and Section 3 of HUD's regulations in 24 CFR Part 75, herein incorporated by reference in this Contract. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. Contractors that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

For contracts that exceed \$200,000: Selected General Contractor must complete and submit pages: 15, 25-31, and 34-38 as part of their bid package and prior to contract signing. All sub-contractors must complete and submit these forms prior to the issuance of Notice to Proceed.

A. 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.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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 or her 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 29 CFR 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 U.S.C. § 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.

FEDERAL WAGE RATE SCHEDULE

Davis Bacon Act (40 U.S.C. 276-A-5; §3141 et seq.; 29 CFR Parts 1, 3, 5, 6 and 7), 29 CFR 1.6(c)(2)(ii) provisions relating to updating wage determinations after contract award apply to new and existing contracts as of October 23, 2023.

Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

Davis-Bacon Wage Restitution: When underpayments of wages have occurred, the employer must pay wage restitution due to the affected workers. Wage restitution must be made promptly and in the full amounts due, less permissible and authorized deductions. If wage violations are not corrected within 30 days after notification to the prime contractor, Orange County may cause withholding from payments due to the contractor in the amount needed to ensure the full payment of restitution.

NOTICE: On August 23, 2023, the Department published in the Federal Register the final rule, "Updating the Davis-Bacon and Related Acts Regulations." The final rule updates regulations issued under the Davis-Bacon and Related Acts that set forth rules for the administration and enforcement of the Davis-Bacon labor standards that apply to Federal and federally assisted construction projects. The final rule is effective on October 23, 2023.

Clauses Included by Operation of Law:

-Regardless if the contracting agency fails to incorporate the contract clauses and wage determination(s) into a prime contract, the clauses and wage determination(s) will still be considered part of that contract and will be effective as a matter of law.

-Where the clauses and applicable wage determinations are effective by operation of law, contracting agencies must compensate the prime contractor for any increase in wages in accordance with applicable law.

Stipulations Required in Contract. - Every contract based upon the specifications referred to in subsection must contain stipulations that:

- (1) **the CONTRACTOR or subcontractor** shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the wage rates determination decision of the Secretary of Labor, and hereby made a part of this Contract, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or subcontractor and the laborers and mechanics;
- (2) **the CONTRACTOR, subcontractor** will post a copy of the wage determination decision/scale of wages to be paid in a prominent place where it can be easily viewed and accessible by the workers; and
- (3) there may be withheld from the **CONTRACTOR** so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

Title 40 United States Code, As used in sections 276a to 276a-5 of this title the term "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" Provided, That the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, insofar as sections 276a to 276a-5 of this title and other Acts incorporating sections 276a to 276a-5

Important Note:

This project is funded by the Community Development Block Grant Program (CDBG) and must comply with federal regulations and requirements included in this Supplemental Conditions/Special Provisions. Contractor (to include subcontractor and tiered subcontractor) agrees to comply with the requirements of the Davis- Bacon Act, Section 3, and Federal Wage. Additionally, FAILURE TO SUBMIT WEEKLY CERTIFIED PAYROLL REPORTS, WITHING SEVEN (7) DAYS AFTER THE REGULAR PAY DATE, WILL RESULT IN SUBMITTED PAY APPLICATIONS BEING HELD (NOT PAID) UNTIL THE CERTIFIED PAYROLL REPORTS ARE CURRENT.

Superseded General Decision Number: FL20230077

State: Florida

Construction Type: Residential

County: Orange County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/29/2024
2	05/10/2024

* ENGI0673-009 05/01/2024

POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro		
Crane, Locomotive Crane,		
Tower Crane, Truck Crane....	\$ 35.41	13.60
Gantry Crane, Bridge Crane..	\$ 35.41	13.60
Oiler.....	\$ 23.05	13.60

 IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.50	16.45

 * SUFL2009-116 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Form Work....	\$ 11.85 **	3.29
CEMENT MASON/CONCRETE FINISHER...	\$ 12.19 **	0.00
ELECTRICIAN.....	\$ 11.98 **	0.00
FENCE ERECTOR.....	\$ 13.50 **	1.06
FORM WORKER.....	\$ 14.00 **	0.54
INSULATOR: Batt and Blown.....	\$ 12.01 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.88 **	0.00
LABORER: Common or General.....	\$ 9.50 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46 **	0.00
LABORER: Pipelayer.....	\$ 11.79 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15 **	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04 **	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56 **	0.00
OPERATOR: Bulldozer.....	\$ 12.14 **	0.00
OPERATOR: Distributor.....	\$ 11.57 **	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50 **	0.00
OPERATOR: Loader.....	\$ 11.10 **	0.00
OPERATOR: Roller.....	\$ 11.02 **	0.00
OPERATOR: Screed.....	\$ 11.08 **	0.00

OPERATOR: Trackhoe.....	\$ 15.68 **	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.61 **	0.00
PLASTERER.....	\$ 13.59 **	0.00
PLUMBER.....	\$ 15.04 **	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33 **	0.00
ROOFER: Metal Roof.....	\$ 16.99 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 9.95 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22 **	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.78 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10 **	0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses Orange County, FL - Special Provisions, Pg. 14 (2024) (29CFR 5.5 (a) (1)(iii)).

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.

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"

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END OF GENERAL DECISION"

The Davis Bacon Act (DBA) applies to workers on contracts entered into by Federal agencies and the District of Columbia that are in excess of \$2,000 and for the construction, alteration, or repair, including painting and decorating, of public buildings and public works. (40 U.S.C. 3142(a)).

All construction workers, including employees of sub-contractor/tiered sub, must be: (1) Reported on the weekly certified payroll report (CPR). There are no exceptions from coverage, (for relatives who are performing the work of laborers or mechanics, they must be paid the prevailing wage rate for the classification of work performed and included in the payroll records), (2) Accurately classified to a classification listed in the Davis-Bacon Wage Determination/General Decision, and (3) Paid no less than the applicable prevailing wage rate. Classification is based upon duties being performed directly on the site of work pursuant to 29 CFR 5.5 (a)(1). If a worker is doing work of the trade and/or using tools of the trade, worker must be classified as the trade and paid the prevailing wage according to the applicable wage decision. Worker(s) cannot be classified as laborer(s) unless they are NOT using tools of any trade(s). A helper may not be used as an informal apprentice or trainee, and it is not permissible for helpers to use "tools of the trade" in assisting a journey worker."

Wages and Fringe Benefits: DB prevailing wages is comprised of two components: basic hourly rate (BHR) and bona fide fringe benefit (FB). Example of FB: Health Insurance, Life Insurance, Pension, Vacation, Holiday, Sick Leave.

Working foremen/supervisors who regularly spend more than 20% (twenty percent) of their time during a workweek working in a craft, are covered by Davis-Bacon Act (DBA) for the hours spent performing construction work. Working foremen/supervisors must be paid according to the craft rate set in the wage decision for that craft and must be reported on the weekly certified payroll. Non-construction hours spent by a supervisor or foreman directing the work of "two or more other employees" (as defined in 24 CFR §541.100) or performing other non-manual work such as timekeepers and reporting, are not covered by DBA, as defined under the Fair Labor Standards Act at 29 CFR Part 541.

Split-classification: If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

The PRIME CONTRACTOR is responsible for the compliance by any subcontractor, upper-tier contractors and lower-tier subcontractors, including but not limited to the following items:

- To include the special provisions and wage decision, as part of the construction contract between PRIME CONTRACTOR and any subcontractor and tiered sub.
- 9. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5. Orange County Special Provisions must be part of the prime contract between the agency and general contractor, and prime contractors and upper-tier contractors have the responsibility to flow-down the Special Provisions that includes the applicable wage determination to lower-tier subcontractors.
- To post a copy of the wage determination decision/scale of wages to be paid, Department of Labor, and Section 3 post in a prominent place where it can be easily viewed and accessible by the workers.
- For the timely submission to Orange County (via LCPtracker) of certified payrolls for all subcontractors to include any tiered subcontractor. The PRIME CONTRACTOR is obligated to notify all subcontractors of the labor provisions of the contract and to ensure that each subcontractor submits timely, accurate and complete certified payrolls. The due date for each certified payroll to be submitted via LCPtracker is no later than one week after each weekly payday.
- All payrolls must be submitted within seven (7) days after the regular pay date for the pay period. Weekly reports are due from onset through the duration of the project, for any worker performing construction work on a Davis Bacon covered project regardless of whether they are working under a general contractor or tiered sub. This is a Federal Regulation, for more information, please follow any of these links:
Department of Labor (DOL): <https://webapps.dol.gov/elaws/elg/dbra.htm>
A Contractor's Guide to Prevailing Wage Requirements: Davis-Bacon Labor Standards, Relations Guide for Federally Assisted Construction Projects <https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF>

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet-based service that allows for simple, accurate and compliant reporting of labor information required by the federal grants that will be funding this project. Rather than submitting paper reports the CONTRACTOR and ALL TIERED SUBCONTRACTORS will input information on LCPtracker's web based.

forms. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

Special Note: Paper format may still be required for non-federal reporting (i.e., reporting related to the County's purchasing policy, monitoring requirements, etc.)

DURING THE CONSTRUCTION PERIOD, CONTRACTOR shall require all subcontractors and tiered contractors to submit the required certified payroll via LCPtracker software.

CONTRACTORS AND ALL TIERED SUBCONTRACTORS should anticipate utilizing the no cost self-paced training videos located on LCPtracker's website. Orange County staff will also be available to provide ongoing technical support as needed.

**Certificate from Contractor
Appointing Officer or Employee to
Supervise Payment of Employee**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

SIGNATURE AUTHORITY FORM: Orange County CDBG Project

Project Name _____ Date (mm/dd/yyyy) _____

Location _____ Project No. _____

I hereby certify that I am (the prime contractor) (a subcontractor) for _____

(specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Low-Rent Housing Project,

and that I have appointed _____, whose signature appears below, to supervise the payment of my employees beginning (Date: mm/dd/yyyy) _____;

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statue which he/she is to execute with my full authority and approval until such time as I submit to the (Name of Local Authority) **ORANGE COUNTY HOUSING & COMMUNITY DEVELOPMENT** a new certificate appointing some other person for the purposes herein above stated.

(Identifying Signature of Appointee)

Attest (If required)

(Name of Firm or Corporation)

(Signature)

By _____
(Signature)

(Title)

(Title)

(Date: mm/dd/yyyy)

(Date: mm/dd/yyyy)

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

Executive Order 11246 requires affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractors also are prohibited from discriminating against applicants or employees because they inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables

Goals for minority participation for each trade

Goals for female participation in each trade

Insert goals for each year

Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

§ 60-4.3 Equal opportunity clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Orange County, Florida**.

60- § 60-4.3 EQUAL OPPORTUNITY CLAUSES:

(a) The equal opportunity clause published at 41 CFR 60–1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60–1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60–4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

(b) The notice set forth in 41 CFR 60–4.2 and the specifications set forth in 41 CFR 60–4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60–4 become effective.

(c) 60-1.4 (a) GOVERNMENT CONTRACTS. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts.

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

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:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided 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.

(5) 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 if 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 II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with 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.

(2) [Reserved]

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[[80 FR 54975](#), Sept. 11, 2015]

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the CONTRACTOR, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTOR'S must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or Subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR'S or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications.

The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The CONTRACTOR is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the

CONTRACTOR'S obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.
 - d. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.
 - e. Disseminate the CONTRACTOR'S EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - f. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, the persons attending, subject matter discussed, and disposition of the subject matter.

- g. Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and Subcontractors with whom the CONTRACTOR does or anticipates doing business.
 - h. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - i. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR'S workforce.
 - j. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - k. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - l. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.
 - n. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
 - o. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR'S EEO policies and affirmative action obligations.
8. CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a CONTRACTOR association, joint contractor-union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR'S minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR'S and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR'S noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

BY ACCEPTANCE OF THIS DOCUMENT, THE CONTRACTOR AFFIRMS THAT IT IS IN COMPLIANCE WITH THE REQUIREMENTS OF 2 C.F.R. PART 180 AND THAT NEITHER IT, ITS PRINCIPALS, NOT ITS SUBCONTRACTORS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS PROJECT BY ANY FEDERAL DEPARTMENT OR AGENCY.

12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementation of regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

FEDERAL CONSTRUCTION CONTRACT SPECIFICATIONS

1. Architectural Barriers - Uniform standards will be followed for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of buildings constructed in whole or part with federal funds.
2. Americans With Disabilities Act - Contractors shall comply with the provisions of the Americans With Disabilities Act Of 1990, As Amended.
3. Lead-Based Paint - Project is to be constructed without the use of lead-based paint. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted. Contractor shall agree that if lead-based paint is subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such lead-based paint and damages or claims against the County.
4. Fair Housing Act - Contractors shall comply with the provisions of the Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
5. Energy Policy and Conservation Act - Contractors shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
6. Contractors shall be required to provide active SAM.gov registrations for the same business entity in compliance with State and Federal requirements prior to execution of Construction Contract.

AFFIRMATIVE ACTION

- A. Eligibility for employment. Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.
- B. Greatest extent possible means the efforts undertaken to obtain section 3 resident or business participation in contract, and shall include, but not be limited to the following actions:
 - (1) Advertisement in a newspaper of general circulation to include minority owned trade, business or geographically centered publications. Proof of advertisement or publication shall be documented.
 - (2) Attempt to recruit from the service area or PHA the necessary number of section 3 residents through local advertising, posters placed at the project site, community organizations, and other public and private institutions operating within the service area.
 - (3) Forward to OCHCD a list of all Section 3 residents and /or businesses who have applied on their own or on referral from any source, and employ such persons if otherwise eligible and/or qualified and if a vacancy exists. If no vacancy exists, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.
 - (4) The selected contractor shall provide OCHCD with the specific number of section 3 residents to be trained or employed.
- C. The Owner hereby includes in this document and further requires the CONTRACTOR to include as part of any related subcontract the following "Section 3 Clause."
 1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would.

prevent them from complying with these requirements.

3. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 4. The CONTRACTOR will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONTRACTORS and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR75.
- D. Prior to contract execution, the CONTRACTOR will provide a preliminary State of Work Force Needs, listing same as skilled, unskilled, semiskilled, and trainee by category indicating classifications to be employed and those currently employed. Contract and, by his specific stipulation, all subcontractors, agree to utilize lower income project area residents as trainees and employees to the greatest extent feasible; "lower income project area resident" being defined as any individual who resides in the project area and whose family income does not exceed 90% of the project area median.
- E. Prior to contract execution, the CONTRACTOR will submit an Affirmative Action Plan which will:
1. Set forth the approximate dollar value of and identify all subcontracts to be awarded.
 2. Set forth a goal or target number and dollar amount to be awarded eligible project area businesses.
 3. Outline anticipated steps to be taken to achieve said goal.
- F. For the purpose of this section, "project area" is defined as being coextensive with the geographic boundaries of Orange County, said area being the smallest political jurisdiction of those participating equipped to administer projects included in the County's Community Development Block Grant program. Submittals will be reviewed by the Labor Relations Specialist for adequacy and contract execution may be postponed pending necessary revision of submittals.

SECTION 3 CLAUSE: 24 CFR Parts 75,

24 C.F.R. § 75.3 Subpart A (2) (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.

Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

All contracts and sub-contracts subject to Section 3 requirements will include the following 24 CFR § 75 clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly 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 75, 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 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with Hud's regulations in 24 CFR Part 75 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 in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SPECIAL PROVISIONS C.D.B.G. PROJECT

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to provide economic and employment opportunities to low and very-low-income individuals. Section 3 requires recipients of certain types of HUD funding to ensure to the “greatest extent feasible” that a certain percentage of the job training, employment, and contracting opportunities that arise from the expenditure of the funds benefit low and very-low-income individuals.

24 CFR Part 75: Amend/Create the following documents to conform with New Section 3 Rule for labor hour benchmarks:

II. Definitions:

1. **Section 3 Worker:** A Section 3 worker is any worker who currently fits, or when hired within the past five (5) years fit, at least one of the following categories, as documented:
 - A low or very low-income worker; or
 - Employed by a Section 3 business concern; or
 - A Youthbuild participant.

Note: Section 3 workers are not exempt from meeting the qualifications of the position to be filled.
2. **Targeted Section 3 Worker:** A Section 3 targeted worker is a Section 3 worker who:
 - Employed by a Section 3 business concern; or
 - Currently fits or when hired fit at least one of the following categories as documented within the past five (1) years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A Youthbuild participant
3. **Section 3 Business Concern means:** A business concern meeting at **least one** of the following criteria, documented within the last six-month period:
 - At least **51% or more** owned and controlled by low- or very low-income persons; or
 - Over **75%** of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - It is a business at least **51%** owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

III. **Section 8-assisted housing** refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

IV. **Service area or the neighborhood of the project** means an area within **one mile of the Section 3 project** or, **if fewer than 5,000 people live within one mile of a Section 3 project**, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Section 3 statute requires certain recipients to prioritize their efforts to direct employment and economic opportunities to specific groups of low- and very low-income individuals.

The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction.

- Section 3 Business Concern, Section 3 Worker and Targeted Section 3 Worker Definitions (Parts 75.5; 75.11; 75.21)
- Employment and training/Hiring Priorities/Subcontracting Requirements (Part 75.9)
- Labor Hours Reporting Requirements/Qualitative Efforts Made (Part 75.15)
- Documenting Compliance/Record Keeping/Certifications (Part 75.31)

Orange County Housing and Community Development Division Section 3 Individual Income Limits

Eligibility Guidelines: The worker’s income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

FY 2024 Income Limit Area	Income Limits Category	Income Limits
<u>Orange County, Florida</u> Effective: 4/1/2024	Extremely Low-Income Limits (30%)	\$20,300
	Very Low-Income Limits (50%)	\$33,800
	Low-Income Limits (80%)	\$54,050

SECTION 3 CONTRACTOR COMPLIANCE PLAN

Orange County Housing and Community Development (HCD)

**THIS PACKAGE MUST BE SIGNED AND RETURNED WITH YOUR BID
BY THE SUBMITTAL DEADLINE.**

FAILURE TO DO IT MAY BE CAUSE FOR REJECTION OF BID.

For more details about Section 3, please follow the link below:

<https://www.hud.gov/sites/documents/11SECFAQS.PDF>

Project Name: _____ DATE: _____

Company: _____

Contact Name: _____ Phone Number: _____ Email: _____

The general contractor is required to complete a *Section 3 Reporting Form* for any prime contract that is **over \$200,000**. The general contractor is responsible for obtaining information for the *Section 3 Compliance Packet* from all subcontractors, to include tiered-subcontractors.

Purpose Section 3 is of clause in the Housing and Urban Development Act of 1968. Its intent is to provide job training and employment opportunities from programs that receive HUD funding to local low-income residents and the businesses they own or that employ them.

Goals Section 3 residents will comprise 20% of Section 3 Worker Goal and 5% Targeted Section 3 Worker Goal. The contractor must provide documentation of how new employment and subcontracting opportunities have been directed *to the greatest extent feasible* to Section 3 residents and business concerns to try to achieve these goals. This documentation must include efforts made by subcontractors to direct hiring opportunities to Section 3 residents.

Contracting: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

Contractor Responsibilities

- The general contractor is to ensure their subcontractors adhere to their Section 3 responsibilities.
 - Section 3 outreach and contract requirements are necessary for all general contracts of **\$200,000** or more, along with all subcontractors under the general contract.
 - Section 3 reporting submitted by the general contractor is required on all subcontracts, to include tiered-subcontracts. The general contractor must ensure each subcontractor understands the Section 3 requirements and goals. The general contractor must document its own efforts and each subcontractor's efforts to comply with these requirements.
- For Section 3 covered contracts, document the outreach efforts to recruit potential Section 3 residents for employment opportunities for any subcontracting opportunities through methods such as: Local advertising, notices to professional associations and trade networks, signs placed at job site and local community organizations, Youthbuild.gov and use of local Section 3 Certified Business Concerns lists. Maintain documentation on the number of Section 3 residents that apply for new employment opportunities and the number of Section 3 business that bid on contracting opportunities.
- Complete the *Section 3 Compliance Packet* for all contracts.

**ORANGE COUNTY HOUSING AND COMMUNITY DEVELOPMENT
NEW HIRES SECTION 3
MONTHLY COMPLIANCE FORM**

GC is required to provide this form to any subcontractor firms they hire for this project

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting.

Firm/Contractor Name: _____

Project Name: _____

Project Address: _____

Draw #: _____ Date: From: _____ To: _____

Check all that apply:

We have not hired any new employees during DRAW REQUEST #

During the above draw schedule and/or within the past five (5) years we have hired:

- | | | |
|------------------------------|-----------------------------|---|
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Section 3 employees and/or |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> A low or very low-income worker and/or |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Non-Section 3 employees and/or |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> A Youthbuild participant. |

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

- _____ We have advertised to fill any vacancies at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods to fill any vacancies.
- _____ Placed signs or posters in prominent places at each of the above listed development
- _____ Taken photographs of the above item to document that the above step was carried out
- _____ Distributed employment flyers to each of the residents and posted flyers at this development site
- _____ Contacted any HUD www.YouthBuild.org programs currently operating in Orange County for Youthbuild referrals
- _____ Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired
- _____ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 residents.
- _____ Sent a notice about Section 3 training and employment requirements and opportunities to labor organization or to worker representatives with whom our firm has a collective bargaining or other agreement.

Contractor

Printed Name and Title

Signature

Date

Section 3 Worker Self-Certification-Housing and Community Development	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736C OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, any United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Worker, you must meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

<ul style="list-style-type: none"> • Income for the previous calendar year is below the income limit* • A participant in a means-tested program such as public housing or Section 8-assisted housing • A YouthBuild Participant* 	<p>2024 Income limit: \$25.99/ hour (\$54,050/year Eff: 4/1/24)</p>
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*Currently or at the time of hire if hired within the past 5 years

I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement you meet to be considered a Targeted Section 3 worker in the box below. If you select “Living within the service area or neighborhood of the project,” that selection will have to be confirmed by your employer. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

<p>___ Living within the service area or neighborhood of the project (1 mile radio of project)</p> <p>___ YouthBuild participant*</p>

*Currently or at the time of hire if hired within the past 5 years

In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature	Date
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Section 3 Housing and Community Development Employer Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

BUILD AMERICA, BUY AMERICA ACT (BABA)

The Build America, Buy America Act's domestic content procurement preference as applied to HUD's Federal Financial Assistance programs. The Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States (Made in USA).

The General Contractor, Subcontractors, tiered subcontractors shall comply with Section 70914 of Public Law No. 117-58, §§ 70901, also known as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117 58, which includes the Build America, Buy America Act ("BABA").

BABA requires the following Buy America preferences:

- a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. For the purposes of this provision, "construction materials" includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: (1) non-ferrous metals; (2) plastic and polymer-based products (including polyvinylchloride, composite building; (3) materials, and polymers used in fiber optic cables); (4) glass (including optic glass); (5) lumber; or (6) drywall.

This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to the Project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

Orange County will need proof of proper documentation to demonstrate compliance with BABA for purchased products covered by the Act, which may include either documentation that the products are BABA compliant or manufactured in the U.S. For projects that are co-funded, there may be other requirements from other funding providers.

Finding Domestic Suppliers: <https://www.nist.gov/system/files/documents/2023/08/03/Finding%20US%20Suppliers%20with%20MEPNN-WEB.pdf>

ORANGE COUNTY

CONSTRUCTION SIGN SPECIFICATIONS

LOCATION:

The sign shall be installed in the locations approved by the Project Manager.

CONSTRUCTION:

1. The sign shall be constructed of 4-foot X 8-foot Plywood sheet, with two 4-inch X 4-inch (nominal) support posts and 2-inch X 4-inch (nominal) cross braces or other substantial material accepted by the Project Manager. The minimum thickness of the plywood will be 1-inch.
2. Sign face shall be 4-foot vertical X 8-foot horizontal with 4-foot clearance from the bottom of the sign face to the ground surface for a total of 8-foot sign height from the ground level. The two 4-inch X 4-inch (nominal) support posts shall be embedded a minimum of 2-feet into the ground.

FACE PREPARATION:

1. Provide a 2-inch-wide pastel blue border or line as shown on the attached drawing.
2. The lettering shall be black Helvetica type style and painted on a white background.
3. Sign face is to be one face only.
4. Paint support posts white.

SIGN CONTENT:

Sign content shall be as shown on the attached illustration; relationship of lettering size will be similar to that depicted on the attached drawing.

IMPORTANT NOTE:

Add the actual project name, project costs, engineer, and contractor in the space indicated on the attached drawing.



ProjectName: Primrose Center Inc. (Lake Telfer Residential Group Home)

Jerry L. Demings, County Mayor

A Project in Orange County District

BOARD OF COUNTY COMMISSIONERS

Nicole Wilson, District 1

Christine Moore, District 2

Mayra Uribe, District 3

Maribel Gomez Cordero, District 4

Emily Bonilla, District 5

Michael "Mike" Scott, District 6

Funded in part by the Orange County Housing & Community Development CDBG Program

AWARD: **\$ 590.760.00**

DESIGN BY:

CONSTRUCTED BY:

CONSTRUCTION OVERSIGHT:

By executing this Agreement, Contractors agree to include contract clauses, verbatim, and Special Provisions- Non-Technical Specifications in every subcontract in full and acknowledges that:

- This project is funded by the Community Development Block Grant Program (CDBG) and must comply with federal regulations and requirements included in the applicable Supplemental Conditions/Special Provisions. The Contractor agrees to comply with the requirements of the Davis-Bacon and related Acts, Section 3 and Federal Wages, which requires the payment of prevailing wage rates as determined by the US Department of Labor to all laborers and mechanics on federally funded projects.
- The contractor shall enclose Special Provisions and all federal requirements language into any subcontract and ensure each subcontractor includes the same language in all associated subcontracts. Contracted laborers and mechanics are subject to wages at a rate no less than those determined by the U.S. Department of Labor (DOL) enclosed in the special provisions.
- **Section 3:** 24 C.F.R. § 75.3 Subpart A (2) (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
- Section 3 requires that to the greatest extent feasible, opportunities for employment and training be given to Section 3 workers, Section 3 business, to include lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
 - *Section 3 applies to an entire project, regardless of whether the project is fully or partially assisted under HUD program that provides housing and community development financial assistance.*
- **For any other HUD/federal assisted project that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.**
- **LABOR REQUIREMENTS: Grantees, General Contractor, Sub-Contractor and/or tiered-sub must comply with certain regulations on wage and labor standards, Davis-Bacon and the Contract Work Hours and Safety Standards Acts, every construction triggers the following requirements.**
- Davis-Bacon and Related Acts (40 USC 276(a)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance and excludes from wage requirements apprentices enrolled in bona fide apprenticeship programs.
- Contract Workhouse and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.
- Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled and requires all contractors to submit weekly payrolls and statements of compliance.
- For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.
- Fair Labor Standards Act of 1938 (FLSA). As Amended (26 USC 201.et.seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work and establishes child labor standards.

RESPONSIBILITY OF THE PRIME CONTRACTOR: The principal contractor (also referred to as the prime or general contractor) is responsible for:

- The completion of the project and for compliance of the Davis-Bacon Act. The contractor or administrator of projects are required to ensure wages are paid and reported accurately in payroll reports. Certified payroll reports help contractors accomplish this task.
- **Prime contractors and upper-tier contractors may be liable for lower-tier subcontractors' violations. Prime Contractor is responsible for paying back wages and be subject to debarment. Prime contractors are responsible for subs regardless of intent. Upper-tier contractors must have some degree of intent.**
- Weekly certified payroll reports are comprehensive federal reports that are submitted to the agency in charge of the government contract. It lists all employees, their wages, benefits, type of work they did, and hours worked each week. It also includes withholdings such as taxes and child support.
- Full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. **The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor** with all contract clauses in 29 CFR Part 5.5.
- Shall maintain an active registration with SAM.gov, SUNBIZ.org and Florida DBPR for the entire Term of this Agreement; and It shall notify the County within five (5) business days if is added to the SAM Exclusions list, currently debarred or suspended; proposed for debarment or suspension; or indicted, convicted, or had a civil judgment rendered against it for any of the offenses listed in the regulations governing debarment and suspension at 2 CFR Part 180 and Part 1532; or declared ineligible or excluded from participating in federal contracts or contracts paid for with federal funds; or should its status under the SAM system change in any way, during the Term of this Agreement.
- Shall be able to provide to the Agency and Orange County Program Administrator a **copy of all executed contracts/subcontracts with any sub-contractors, and any lower tier subcontractors all of which shall include Orange County Special Provisions and all federal requirements language into any subcontract and ensure each subcontractor includes the same language in all associated subcontracts or tiered- sub** to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.
- Contracted laborers and mechanics are subject to wages at a rate no less than those determined by the U.S. Department of Labor (DOL) enclosed in the special provisions.
- Shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 and as defined in 2 CFR § 180. Neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. By acceptance of this order, the contractor affirms that it is in compliance with the requirements of ("OMB Guidelines to Agencies on Government wide Debarment and Suspension") and that neither it, its principals, nor its subcontractors or any lower tier are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- **Administrative Sanctions:** Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or the Department of Labor. Failure to comply with these conditions may lead to sanctions which can include termination of the contract and/or withheld a draw until all documentation has been provided. The penalty for not complying can be costly. Falsification of certified payroll record or kickback of wages may be subject to prosecution, the penalty of which could be either fines and/or imprisonment. **Contractors or subcontractors found guilty of not complying with the Davis-Bacon Act or found to be "in aggravated or willful violation" may be subject to debarment from future contracts for up to three years.** Contract payments may also be withheld in sufficient amounts to satisfy liabilities for unpaid wages and liquidated damages due to overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA).

Related links:

Davis-Bacon and Related Act: <https://www.dol.gov/agencies/whd/government-contracts/construction>

AAM No. 244: Updating the Davis-Bacon and Related Acts, Regulations, effective 10/13/2023:

<https://www.federalregister.gov/documents/2023/08/23/2023-17221/updating-the-davis-bacon-and-related-acts-regulations>