



PROPOSAL AND CONTRACT (WHEN EXECUTED) INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of May 4, 2026 ." DATE

Martic Township : 2nd Class MUNICIPALITY (NAME & TYPE)

Karen D. Sellers SECRETARY

Sealed Proposals will be received on or before 1:00 PM , on April 30, 2026 TIME

370 Steinman Farm Road Pequea, PA 17565 ADDRESS

Bids will be opened and read at approximately 1:00 PM , on April 30, 2026 TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 1 The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at Martic Township : 2nd Class as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see attachment 1-A calendar days.
3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

Blank lines for contractor name and address

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are):
2 None of the above persons are employees of the municipality.
3 This proposal is made without collusion with any other person, firm or corporation.
4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

CONTRACTOR

BY: _____ DATE: _____
 TITLE: _____

WITNESSED OR ATTESTED BY: _____ DATE: _____
 TITLE: _____

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

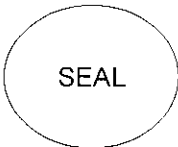
ACCEPTED ON : _____
 DATE

Martic Township : 2nd Class
 MUNICIPALITY

BY: _____
 TITLE: _____ Chairman

BY: _____
 TITLE: _____ Vice-Chairman

BY: _____
 TITLE: _____ Supervisor



ATTESTED BY: _____
 TITLE: _____ Manager/Secretary

**SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A)
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".

- X Traffic Control and Safety Devices to be provided by the Contractor.
- X (Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)
- X Delivery tickets for all materials.
- X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
- X Notify the Municipality seven working days prior to start of project.
- X Work to be completed on or before 8/28/2026 . After 8/28/2026 Liquidated damages apply at the rate of \$ 870.00 per calendar day.
- X Roadway to be power broomed by (contractor X municipality)prior to start of project.
- X Excess material to be removed by (contractor X municipality .)
- X Municipality to inspect project.
- X Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
- X Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.
Prime Coat required per Section 461 of Specifications 408.
- X Bituminous Seal on all abutting pavement and curbs required.
- X Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
- X Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.
Taper pavement the last 3 feet to curb.
For FOB Source bids, hauling distance will determine selection of bid award.
Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Incidental Preparation and clean up required. (Project Construction Materials)
The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.
Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
- X Contractor responsible for defects that occur within one year of applications.
- X Contractor required to review proposed project with Municipality's Representative prior to bidding.
Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality. (Oil samples must be placed in an approved type container that is compatible with oil sample.)
At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.
Notice to Proceed will be the date of Contract acceptance.
- X Final Completion Certificate & Notice of Completion required.
- X Future award of Contract will be based on quality of work as determined by the municipality.
Contractor, notify all residents of pending work to be performed.
- X Municipality will provide a dumpsite location for material removed by contractor
Township will purchase asphalt, Contractor is responsible for coordinating, ordering and hauling asphalt to job.
Township will determine asphalt company.
- X **Please Note: Project is being funded by the Redevelopment Authority of Lancaster County Block Grant,**
- X **A preconstruction meeting with the Township and the Lancaster County Redevelopment Authority will be required**
- X **Forms must be signed by all bidders: Attachment B Cert of Commitment & Acknowledgement of the Build American**

My signature signifies that I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.

Contractor's Representative _____ Date _____

 Company

Martic Road Representative _____ Date _____

 Martic Township : 2nd Class

 Municipality

Old Pinnacle Road (T-434)

Location: Between SR# 0372 & New Village Rd

5" 25 mm Mill & Fill (1,250' x 4' + 35' x 8') 587 SY

Prep/Notch End Joints & Driveways

Sweep & Tack Coat (2,540' x 23') 6,491 SY

Provide & Place 2.5" 19 mm Leveling Course, 0-.3 Million Esals, PG64S-22
(975' x 23') 2,492 SY (approx. 375 ton)

Provide & Place 1.5" 9.5 mm Wearing Course, 0-.3 Million Esals, PG64S-22
(2,540' x 23') 6,491 SY

Seal Joints w/ PG64S-22

ATTACHMENT B

CERTIFICATION OF COMMITMENT

SECTION 3 AFFIRMATIVE ACTION REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER

NOTE: Attachment “B” is to be submitted with all project bids. Bids that do not include this attachment will be rejected as non-responsive.

This certification is freely given by the undersigned as a demonstration of compliance with the requirement that a commitment be made by contractors and their subcontractors on federally assisted U.S. Department of Housing and Urban Development (HUD) housing and community development assistance (including housing rehabilitation, housing construction, and other public construction) to which Section 3 of the Housing and Urban Development Act of 1968 applies to ensure that employment and other economic opportunities generated by or on this project shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who receive government assistance for housing.

Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. The specific commitment engendered by this certification is that, to the greatest extent feasible, the undersigned will direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community.

It is understood that the undersigned gives this certification as an inducement for acknowledgement that the undersigned will comply with Section 3 and is therefore responsive in this regard to the project bid specification of which this Attachment is made part. Noncompliance with Section 3 regulations may result in sanctions, termination for default of the contract that this certification is made part of debarment or suspension from future HUD-assisted contracts, and initiation of action under federal or state laws concerning false statements.

The undersigned swears that the foregoing statements are true and correct. Further, the undersigned agrees to provide current, complete, and accurate information regarding actual employment and/or training provided to Section 3 Workers and Targeted Section 3 Workers, and contract or subcontracts awards made to Section 3 Business Concerns and to permit the audit and examination of books, records, and files of the undersigned regarding such Workers and Concerns.

Signature: _____

Title: _____

Company Name: _____

Date: _____

Acknowledgement of the Build America, Buy America (BABA) Act

This certifies as acknowledgement of the Build America, Buy America (BABA) Act, as required by federal law, that all of the iron, steel, specific construction materials – non-ferrous metals, lumber, composite building materials, plastic and polymer based pipe and tube, all construction materials, including manufactured products utilized in federally funded projects infrastructure projects whose total aggregate cost is more than the Simplified Acquisition Threshold, including HUD Community Development Block Grant and HOME Investment Partnerships Program funds, are produced in the United States in a manner that complies with the Build America, Buy America Act.

The Owner/Developer/Contractor must comply with the requirements of Build America, Buy America (BABA). Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD.

Under the phased implementation plan, BABA will apply to infrastructure projects receiving:

- Community Development Block Grant Funds (CDBG) funds - **(FY 2023 funds and forward)**
- HOME Investment Partnerships Program (HOME) funds - **(FY 2024 funds and forward)**

GENERAL INFORMATION: BABA guidance requires the following Buy America Preference:

- 1) 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;
- 2) All listed 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; and,
- 3) All (listed and non-listed) construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. 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.

The project Owner/Developer is responsible for the prime contractor and all subcontractors for ensuring that all manufacturers and suppliers certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand.

The undersigned does hereby acknowledge that they will comply, if applicable, with BABA requirements for the project.

Signature: _____

Title: _____

Company Name: _____

Date: _____

PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944 (Rev. 1/2014)

- 1 The proposal must be typewritten or printed.
- 2 If more than one proposal on any project is submitted by an individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
- 3 Description of Work- - -
 - A. If additional space is needed, insert appropriately numbered attachment and note "Continued on attached work sheets."
- 4 Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices - Column #1 (Item), #2 (Approximate quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) And #4 (Description, i.e., bituminous materials - 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) Must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total) and total amount of bid, must be filled in by the contractor. If more space is needed, add note at the bottom of the page; "Continued on Attachment No. 1-A", and add additional sheet designated as Attachment No. 1-A, 1-B, etc.. Repeat for each additional sheet required. As required by Publication 408, Section 102.06(e), each bidder must submit a completed Form 7126 - Anti-Collusion Affidavit with its bid proposal.
- 5 If liquidated damages are to be assessed, add the following sentence to Part A #2. If all work is not completed on time, liquidated damages will be assessed at the rate of \$870.00 per additional working day. (OR "... as set forth in the attached schedule.")
- 6 Payment and Performance bonds are provided only by the successful bidder. Contracts from \$4,000.00 up to \$5,000.00 in Second Class Townships - performance bond must be not less than 10% or greater than 100% of amount of contract. Contracts greater than \$1,500.00 up to \$10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be between 50 % to 100% of the contract amount. Contracts in excess of \$5,000.00 in Second Class Townships and in excess of \$10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be in 100% of the amount of the contract. Bond Forms MS-944 Attachments 2 and 3 and Workmen's Compensation Affidavit - Attachment 4 must be submitted by the successful bidder within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
- 7 *Construction projects, where the estimated cost of the total project exceeds \$100,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442 and amended by Act 89 of 2013. It is the responsibility of the municipality to request the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal Revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again, it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both acts are applicable, The Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
- 8 An ESCALATOR CLAUSE is optional; if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)

PERFORMANCE BOND (With Corporate Surety)



pennsylvania
DEPARTMENT OF TRANSPORTATION

KNOW ALL MEN BY THESE PRESENTS, That we,

(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____
(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____ as Surety
(NAME OF STATE)

are held and firmly bound unto _____ in the full and just sum of
(NAME OF MUNICIPALITY)

_____ (\$ _____) dollars
lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____
(DATE OF BOND)



Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



KNOW ALL MEN BY THESE PRESENTS, that we

[Redacted box]

as PRINCIPAL and a corporation incorporated under the laws of the State of _____ as SURETY, are held and firmly bond unto the _____ (\$ _____) dollars, lawful money of the United States of America, to be paid to the said _____ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of:

for approximately the sum of: _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said for material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefor, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension of forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ day of _____, 20 ____.



WITNESS:

CONTRACTOR

TITLE:

BY:

TITLE:



WITNESS:

SURETY COMPANY

TITLE:

TITLE:



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____)
)
) ss:
)
County of _____)

being duly sworn according to law deposes and says that they ^{he has} have
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

_____ has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its

Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

Sworn to and subscribed before me this _____ day of _____ A.D. 20 ____ .

SIGNATURE

My Commission Expires _____ (DATE)

"General Decision Number: PA20260006 01/02/2026

Superseded General Decision Number: PA20250006

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Excluding Sewer Grouting Projects and Excluding Sewage and Water Treatment Plant Projects)

Modification Number 0 Publication Date 01/02/2026

BOIL0013-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 55.00	35.48

CARP0167-007 05/01/2025

LEHIGH and NORTHAMPTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 40.04	28.09

CARP0219-007 05/01/2024

CARBON (Townships: East Penn, Lower Towamensing, Mahoning, Franklin, Towamensing, Penn Forest. Everything south of Route 903 and east to the Kidder Township Line. Boroughs: Hauto, Nesquehoning, Lansford, Summit Hill, Jim Thorpe, Weissport, Bownmanstown, Palmerton, Lehighton, and Parryville) , LEHIGH AND NORTHAMPTON COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 50.22	35.03

* CARP0274-005 05/01/2025

Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Luzerne, Lycoming, Monroe, Montour, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York

	Rates	Fringes
CARPENTER.....	\$ 36.87	20.49

PILEDRIVERMAN.....\$ 36.87 20.49

CARP0443-002 06/01/2024

ADAMS, BRADFORD, CARBON (Banks, Lausanne, Lehigh, Packer, Kidder Twps., and part of Penn Forest Township north of Route 903) COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LEBANON, LUZERNE (lower part of) MONROE, MONTOUR, NORTHUMBERLAND, PERRY, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING, YORK (New Cumberland Army Depot and Harrisburg State Airport) COUNTIES

Rates Fringes

MILLWRIGHT.....\$ 43.00 23.44

CARP0443-010 06/01/2024

BERKS and LANCASTER COUNTIES

Rates Fringes

MILLWRIGHT.....\$ 43.00 23.44

* CARP0474-005 05/01/2025

LEHIGH and NORTHAMPTON COUNTIES

Rates Fringes

PILEDRIVERMAN.....\$ 48.25 44.92

ELEC0126-001 06/03/2024

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON, LEHIGH, NORTHAMPTON, PERRY AND YORK COUNTIES

Rates Fringes

Line Construction:

Cable Splicer.....\$ 53.20 34.25%+11.50
Groundman.....\$ 31.92 34.25%+11.50
Lineman.....\$ 53.20 34.25%+11.50
Truck Driver.....\$ 34.58 34.25%+11.50
Winch Truck Operator.....\$ 37.24 34.25%+11.50

ELEC1319-001 09/01/2025

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING, MONROE, MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, AND WYOMING COUNTIES

Rates Fringes

Line Construction:

Equipment Operator.....\$ 68.06 31.43
Groundmen.....\$ 42.20 16.02
Linemen.....\$ 68.06 31.43
Truck Driver.....\$ 44.24 16.21

* ENGI0542-004 05/01/2025

	Rates	Fringes
Power equipment operators: (HIGHWAY CONSTRUCTION AND WATER LINES CONSTRUCTION (OFF PLANT SITE))		
GROUP 1.....	\$ 42.56	30.24
GROUP 1a.....	\$ 44.81	30.92
GROUP 2.....	\$ 41.39	29.89
GROUP 3.....	\$ 40.70	29.68
GROUP 4.....	\$ 40.26	29.54
GROUP 5.....	\$ 39.73	29.41
GROUP 6.....	\$ 42.80	30.30
GROUP 6a.....	\$ 45.05	30.96

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads 100 ft. and over, twenty five cents (\$0.25) per hour additional will be paid for each increment of 25 ft. over 100 ft. On machines with booms (including jibs, masts and leads, etc.), 200 ft. and over, two (2) Operating Engineers shall be required.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Pile drivers, all types of cranes, all types of backhoes, draglines, keystones, all types of shovels, derricks, trench shovels, trenching machines, paver (blacktop and concrete), gradalls, all front end loaders, tandem scrapers, pippin types backhoes, boat captains, batch plant with mixer, drill self contained (drill-master type), CMI Autograde, milling machine, vemeer saw, conveyor loader (euclid type) scraper and tournapulls, bulldozers and tractors, concrete pumps, motor patrols, mechanic welders, log skidder, side boom, bobcat type (with attachments), boring machines including directional boring machines, chipper with boom, hydro ax, machines similar to the above including remote control equipment.

GROUP 1a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2 - Spreaders, asphalt plant engineers, rollers (high grade finishing), machine similar to above, including remote control equipment, and forklifts 20ft and over.

GROUP 3 - Welding machine, well points, compressors, pump heaters, farm tractors, form line graders, ditch witch type trencher, road finishing machines, concrete breaking machines, rollers, miscellaneous equipment operator, seaman pulverizing mixer, power broom, seeding spreader, tireman - (for power equipment) conveyors, loaders other than EUC type, conveyors, driller second class, machines similar to the above including remote control equipment, and forklift under 20 ft.

GROUP 4 - Fireman and grease truck

GROUP 5 - Oilers and deck hands

GROUP 6 - All machines with booms (including jibs, masts, leads, etc.) 100 ft. and over.

GROUP 6a: All machines with Booms (including Jibs, Masts, Leads, etc.) 100 feet 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

TOXIC/HAZARDOUS WAST REMOVAL

Add 20 per cent to basic hourly rate for all classifications

* ENGI0542-022 05/01/2025

	Rates	Fringes
Power equipment operators: (HEAVY CONSTRUCTION:)		
GROUP 1.....	\$ 43.46	30.50+A
GROUP 1a.....	\$ 45.71	31.16+A
GROUP 2.....	\$ 43.18	30.41+A
GROUP 2a.....	\$ 45.43	31.08+A
GROUP 3.....	\$ 40.26	29.55+A
GROUP 4.....	\$ 39.12	29.22+A
GROUP 5.....	\$ 38.67	29.09+A
GROUP 6.....	\$ 37.80	28.82+A
HEAVY CONSTRUCTION:		

FOOTNOTE:

A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee works the day before and the day after the holiday.

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads 100 ft. from ground up, fifty (\$0.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts and leads, etc.) 200 ft. and over, two (2) operators shall be required, no Oilers will be required, with seventy five (\$0.75) in increments of 25 ft.

TOXIC/HAZARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Machines doing hook work, any machine handling machinery, cable spinning machines, helicopters, machines similar to the above, including remote control equipment, all types of cranes, cableways, and draglines.

GROUP 1a: Machines doing hook work; Machines handling machinery; All types of cranes 15 ton and over factory rating; Cable ways; Draglines 15 ton and over factory rating; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over

factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: Backhoes, keystones, shovels, derricks, trench shovels, trenching machines, hoist with two towers, pavers 21E and over, overhead cranes, building hoists (double drum) gradalls, mucking machines in tunnels, front end loaders, tandem scrapers, pippin type backhoes, boat captains, batch plant operators concrete drills, self-contained rotary drills, fork lifts, 20ft, lift and over, scrapers, tournapulls, spreaders, bulldozers and tractors, rollers (high grade finishing), mechanic-welder, motor patrols, concrete pumps, grease truck, bob cat type (all attachments), boring machines including directional boring machines, hydro ax, side boom, vermeer saw, chipper with boom, machines similar to the above including remote control equipment

GROUP 2a: Crawler backhoes and crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; Equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Conveyors, building hoist (single drum), high or low pressure boilers, drill operators, well drillers, asphalt plant engineers, ditch witch type trencher, second class driller, forklift truck under 20ft. lift, stump grinder, tireman (for power equipment), machines similar to above including remote control equipment.

GROUP 4: Welding machines, well points, compressors, pumps, heaters, farm tractors, form line graders, road finishing machines, concrete breaking machines, rollers, seaman pulverizing mixer, power boom, seeding spreader, chipper without boom, machines similar to the above including remote control equipment.

GROUP 5: Fireman.

GROUP 6: Oilers and deck hands (personnel boats).

IRON0404-006 07/01/2024

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUANITA, LANCASTER, LEBANON, LEHIGH, LYCOMING, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, SCHUYLKILL, SNYDER, UNION and YORK COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 37.26	32.63

IRON0404-017 07/01/2024

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, MONROE, PIKE, SULLIVAN, TIOGA, SUSQUEHANNA, WAYNE and WYOMING COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.26	32.63

LAB00158-001 05/01/2025

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.61	19.99
GROUP 2.....	\$ 33.23	19.99
GROUP 3.....	\$ 30.22	19.99
GROUP 4.....	\$ 30.57	19.99
GROUP 5.....	\$ 31.24	19.99
GROUP 6.....	\$ 30.66	19.99
GROUP 7.....	\$ 30.95	19.99
GROUP 8.....	\$ 31.43	19.99

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: Hazardous/Toxic/Asbestos Waste Handler, Lead Paint Handler

GROUP 3: Asphalt tamper, concrete pitman, puddlers, highway guide rail right of way and property fence slab reinforcement placers, Laborers, landscaper, seeders, planters, magazine tenders, laser beam men for pipe laying and paving machines,, railroad trackman, signalman, asphalt rakers, lute or screed man, pneumatic and electric tool operators, jackmammers, paving breakers, concrete saws, whacker vibrator, chainsaw, highway concrete block layers, sheet hammer, pipe layers, Walk Behind Rollers, Walk Behind Trencher

GROUP 4: Caisson-open air below 8 feet, cofferdam open air below 8 feet where excavations for circular caissons and cofferdams 8 ft and below level of natural grade adjacent to starting point, form setters (road) wagon drill diamond point drill, gunite nozzle operators, concrete rubbers, blaster.

GROUP 5: Form Setter, Reinforced Steel Placer, Bonding Aligning and Securing and Burning and welding in Conjunction wth Rebar, and Concrete Surfacers.

FREE AIR TUNNELS AND ROCK SHAFTS

GROUP 6: Outside labers in conjunction with tunnels and rock shafts

GROUP 7: Chuck tenders, muckers, nippers, miners, inside laborers

GROUP 8: Miners, drillers, blasters, pneumatic shield operators, lining, spotting and timber workmen, rebar steel placer, bonding and securing, welders, and concrete surfacers

PAIN0021-026 05/01/2021

ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, PERRY, AND YORK COUNTIES

Rates Fringes

Painters:

Bridge.....	\$ 33.72	16.30
Brush.....	\$ 25.84	16.30
Spray, Sandblast.....	\$ 27.97	16.30

PAIN0057-021 06/01/2023

JUNIATA COUNTY

Rates Fringes

Painters:

Bridge, Towers.....	\$ 38.33	23.72
Commercial Brush & Roller...	\$ 30.56	23.72
Industrial Brush & Roller...	\$ 36.01	23.72
Spray.....	\$ 30.56	23.72

PAIN1021-001 05/01/2012

BERKS, CARBON, LEBANON, LEHIGH, NORTHAMPTON, AND MONROE COUNTIES

Rates Fringes

Painters:

Bridge; Brush, Roller.....	\$ 30.85	14.80
Bridge; Spray.....	\$ 31.85	14.80
Brush and Roller.....	\$ 26.55	14.80
Spray and Sandblast.....	\$ 27.55	14.80

PAIN1021-002 05/01/2009

BRADFORD, COLUMBIA, LACKWANNA, LUZERNE, LYCOMING, MONTOUR,
NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN,
SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING COUNTIES

Rates Fringes

Painters:

Bridge; Brush, Roller.....	\$ 25.60	12.05
Bridge; Spray.....	\$ 26.60	12.05
Brush and roller.....	\$ 22.75	12.05
Spray, Sandblast.....	\$ 23.75	12.05

PLAS0592-004 06/01/2023

MONROE COUNTY; (EXCEPT TOBYHANNA DEPOT)

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30
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PLAS0592-005 06/01/2023

COLUMBIA COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30
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PLAS0592-017 05/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER
BERKS (Northeastern part

lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville, and Stoney Run in Berks County to the Lehigh County line), CARBON, LEHIGH, NORTHAMPTON (Northwest part including the towns of Walnutport, Bath, and Northampton) COUNTIES.....\$ 35.18 24.25

 PLAS0592-018 05/01/2023

	Rates	Fringes
Cement Mason/Concrete Finisher Adams, Lancaster and York Counties.....	\$ 34.05	21.25
PLASTERER Adams, Berks (Portions of), Lancaster, and Lebanon Counties.....	\$ 31.33	20.75

 PLAS9592-002 06/01/2023

MONROE COUNTY (TOBYHANNA ARMY DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30

 TEAM0229-003 05/01/2025

	Rates	Fringes
TRUCK DRIVER (ADAMS, BERKS, CARBON, COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LACKAWANA, LANCASTER, LEBANON, LEHIGH, LUZERNE, LYCOMING, MONROE, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, PIKE, SCHUYKILL, SNYDER, SULLIVAN, SUSQUEHANNA, UNION, WAYNE, WYOMING, AND YORK COUNTIES)		
GROUP 1.....	\$ 41.87	0.00
GROUP 2.....	\$ 41.94	0.00
GROUP 3.....	\$ 42.43	0.00
Truck drivers: (BRADFORD AND TIOGA COUNTIES)		
GROUP 1.....	\$ 25.96	15.91
GROUP 2.....	\$ 26.03	15.91
GROUP 3.....	\$ 26.52	15.91

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flat Bed Truck (Single-Axle), Dump Trucks (Under 10 Yds Single Axle), Stake Body Truck (Single Axle), Dumpster (Single Axle)

GROUP 2: Dump Truck (Over 10 Yds), Asphalt Distributors, Transit Mix (Under 5 Yds), Transit Mix (Over 5 Yds.), Flat or Stake Body (Tandem), Fuel Truck A-Frame/Winch Trucks, Dry Batch Truck, Truck Mounted Sweeper and Vac Trucks, Buses, Dumpster (Tandem)

GROUP 3: Euclid-Type, Off Highway Equipment-Back or Double Bottom Dump Trucks (Over 20 Tons), Straddle Trucks, Pusher, Articulate Dumped Trucks, Low Boy Trailers, Semi Trailers

Water Tank, Sprinkler Trucks, Winch Trucks and Fuel Trucks shall be governed by the appropriate classification as listed above.

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

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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LANCASTER COUNTY

Redevelopment Authority

FEDERAL RELATED DOCUMENTS

1. Lancaster County Redevelopment Authority, Terms and Conditions
2. Notice of Requirement for Affirmative Action to Ensure Equal Employee Opportunity
3. Section 3 Action Plan
 - a. Attachment A
 - b. Attachment B
4. Federal Labor Standard Provisions HUD 4010
5. Supplementary Conditions of Contract for Construction HUD-92254M
6. Payroll Form WH-347 and Instructions for Completing Payroll Form
7. Build America, Buy America Acknowledgement
8. U.S. Department of Labor Wage Determination for Project

RECEIVED
APR 6 2026

MARTIC TOWNSHIP

**LANCASTER COUNTY REDEVELOPMENT AUTHORITY
TERMS AND CONDITIONS**

I. GENERAL CONDITIONS

Definitions

1. "GRANTEE" means the entity, whether public or private, which has the responsibility for performing and/or administering a project or activity funded in whole or in part with Community Development Block Grant funds and/or Emergency Shelter Grant funds.
2. "CONTRACT" means this Contract between the Redevelopment Authority of the County of Lancaster and the Grantee to perform work as described in the Scope of Services contained herein.
3. "CONTRACTOR" means an entity other than the County, the Authority or the Grantee with whom the Grantee enters into an agreement to complete the project or program (includes all subcontractors).
4. "COUNTY" means County of Lancaster.
5. "AUTHORITY" means Redevelopment Authority of the County of Lancaster.
6. "HUD" means the Secretary of the United States Department of Housing and Urban Development and his/her authorized representatives.

A. EVALUATION AND MONITORING

1. Copies

Excerpts or transcripts of all invoices, materials, payrolls, and records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT may be requested from the GRANTEE. If copies or other reproductions of materials developed by the GRANTEE in the course of furtherance of the provisions of this CONTRACT are requested, the GRANTEE agrees to furnish the items requested by the AUTHORITY for reproduction and/or furnish reproductions of the same, at cost, to the AUTHORITY.

2. On-Site Monitoring

Projects and programs funded under this CONTRACT will be subject to on-site monitoring by duly authorized representatives of the AUTHORITY. Visits by said representatives shall occur during normal operating hours. At the on-site visits the representatives will be permitted to verify that the provisions of the CONTRACT are being fulfilled. The representatives, on occasion, may request access to records. Representatives will be permitted to verify that provisions of the CONTRACT are being fulfilled. The representatives, on occasion, may interview recipients of services who volunteer to be interviewed.

3. Reports and Information

At any time during normal business hours and so often as the AUTHORITY, HUD and/or the Comptroller General of the United States may deem necessary, the GRANTEE'S records with respect to all matters covered by this CONTRACT shall be available for audit, examination and review.

4. Compliance with This Part

It is expressly understood and agreed that the AUTHORITY will evaluate the GRANTEE'S compliance including, but not limited to the following: Fiscal, Accounting, Record Keeping, Environmental, Equal Employment Opportunity, and Federal Labor Standards. Evaluations will be performed using, but not necessarily limited to, the analysis of area data, analysis of the GRANTEE supplied data, analysis of reports from representatives of the AUTHORITY, and analysis of interviews with recipients of service.

B. RECORDS

Records shall be maintained in accordance with the requirements prescribed by HUD and the AUTHORITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized by HUD, such records shall be maintained for a period of three (3) years after receipt of the final payment under this CONTRACT.

C. RESTRICTION ON DISBURSEMENTS

1. No money shall be distributed from the AUTHORITY to the GRANTEE if the AUTHORITY has determined that the GRANTEE is not in compliance with applicable HUD and AUTHORITY Accounting, Fiscal, Environmental, Equal Employment Opportunity and Federal Labor Requirements.
2. No money shall be disbursed from the AUTHORITY to CONTRACTOR unless the GRANTEE or the AUTHORITY has executed a written contract with the CONTRACTOR which incorporates all applicable General Conditions set forth in Part II, Sections A through H of these Terms and Conditions.
3. The GRANTEE further agrees that prior to execution thereof, said contract is subject to review by the AUTHORITY, or their designee.

D. INCORPORATION OF FEDERAL PROVISIONS

The GRANTEE shall incorporate all applicable Federal provisions as witnessed in Part II, Sections A-J of these Terms and Conditions in all contracts and subcontracts funded in whole or in part with Community Development Block Grant funds and/or Emergency Solutions Grant funds.

E. PROFESSIONAL SERVICE/NON-CONSTRUCTION CONTRACT EXEMPTION

In the event this CONTRACT is for the provision of professional services, or non-

construction related activities, the following provisions are not applicable: Section II “Federal General Conditions”, Paragraph A. Acquisition/Relocation; Paragraph B. Architectural/Construction; Paragraph D. Environmental/Historic; and Paragraph F. Federal Labor Standards. All other provisions remain applicable as written.

F. UNEXPENDED FUNDS

In the event the GRANTEE and/or AUTHORITY anticipates the total amount of funds allocated for this CONTRACT will not be expended in the time and manner as prescribed in this CONTRACT, the AUTHORITY reserves the right to extract that portion for other projects/programs operated by the AUTHORITY.

G. TERM

The services to be performed by the GRANTEE pursuant to the terms of this CONTRACT are to commence as specified in this CONTRACT. The GRANTEE shall complete the Scope of Services no later than the date specified in this CONTRACT.

1. Unavoidable Loss or Delay

The GRANTEE shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, or from fire, strike, act of any omission of any governmental authority or riot. In the event of delay due to any such cause the schedule will be postponed for the delay. If such delay extends beyond a reasonable time, the AUTHORITY shall have the right to terminate the CONTRACT in accordance with Part I, Section F of these Terms and Conditions.

2. Availability of Funds

Any and all payments made to the GRANTEE pursuant to this CONTRACT are contingent upon the receipt by the AUTHORITY of the Federal, State or private funds applicable to the project defined herein. It is specifically understood and agreed by the GRANTEE that the AUTHORITY shall not be obligated to pay any monies to the GRANTEE hereunder and hereinafter in the event that such Federal, State, or private funds for any reason are terminated or withheld from the AUTHORITY or otherwise not forthcoming, and in such event the AUTHORITY may terminate this CONTRACT. If the CONTRACT is so terminated by the AUTHORITY, the GRANTEE shall be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of the GRANTEE covered by the CONTRACT, less payments of compensation previously made. In no event, however, shall the AUTHORITY be obligated to pay more than the GRANTEE’S pro-rata share of the funds the AUTHORITY has received from the appropriate Federal, State or private agency for the within defined project.

3. Termination

a. GRANTEE Cause

If through any cause, other than ones referred to in Section G, Paragraphs 1 and 2

above, the GRANTEE fails to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the GRANTEE shall violate any of the covenants, agreements or stipulations of this CONTRACT, the AUTHORITY shall thereupon have the right to terminate this CONTRACT by giving written notification to the GRANTEE of such termination and specifying the effective date thereof. Said notice shall be given no less than fifteen (15) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, and reports prepared by the GRANTEE under this CONTRACT shall, at the option of the AUTHORITY become its property, and the AUTHORITY shall be entitled to recover any payment previously made to the GRANTEE pursuant to this CONTRACT to the extent the AUTHORITY has suffered damages as a result of such breach.

b. GRANTEE Option

The AUTHORITY may terminate this CONTRACT at any time by giving intention to do so thirty (30) days prior to the proposed termination date. If the CONTRACT is so terminated by the AUTHORITY under this Section for its convenience, then the GRANTEE shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the GRANTEE covered by this CONTRACT, less payments of compensation previously made.

II. FEDERAL GENERAL CONDITIONS

A. ACQUISITION/RELOCATION

Any acquisition or relocation activities funded by a State agency shall be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, including Title II (Relocation) and Title III (Acquisition), as amended, and the implementing regulations (24 CFR Part 42) issued pursuant thereto and to 24 CFR Part 570.604.

B. ARCHITECTURAL/CONSTRUCTION

1. Architectural

This CONTRACT is subject to the requirements of the Architectural Barriers Act of 1968 (42 USCA 4151) and the implementing regulations (24 CFR Part 40) issued pursuant thereto and Section 504 of the Rehabilitation Act of 1973, as amended and the implementing regulations (24 CFR Part 8) issued pursuant thereto, and the Americans with Disabilities Act of 1990, as amended and the implementing regulations issued pursuant thereto.

2. Lead-Based Paint

This CONTRACT is subject to the "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and

Housing Receiving Federal Assistance” (24 CFR Part 35, et al) for the rehabilitation of residential structures and assistance provided under this CONTRACT. All contracts shall be made subject to the provisions for the elimination of lead-based paint hazards and the GRANTEE shall be responsible for the inspections and certifications required.

C. CONFLICT OF INTEREST

1. Agency

No person who is an employee, agent, consultant, officer, or elected or appointed official of the GRANTEE who exercises or has exercised any functions or responsibilities with respect to the Community Development Block Grant (CDBG) and/or Emergency Shelter Grant (ESG) activities assisted under this CONTRACT, or who is in a position to participate in a decision-making process or given inside information with regard to such activities, may obtain a personal or financial interest or benefit from the CDBG or ESG activities or the proceeds thereunder, either for himself/herself or those with whom he/she has family or business ties, during his/her tenure or for one year thereafter.

2. County Officials

No person who is an employee, agent, consultant, officer, or elected or appointed official of the AUTHORITY or COUNTY who exercises or has exercised any functions or responsibilities with respect to the Community Development Block Grant (CDBG) and/or Emergency Shelter Grant (ESG) activities assisted under this CONTRACT or who is in a position to participate in a decision-making process or given inside information with regard to such activities, may obtain personal or financial interest or benefit from the CDBG or ESG activities, or have an interest in any contract, subcontract or agreement with respect to the CDBG or ESG activities or the proceeds there under, either for himself/ herself or those with whom he/she has family or business ties, during his/her tenure or for one year thereafter.

3. Federal Officials

No member of or delegate to the Congress of the United State, agent or official of the Federal government shall be admitted to any share or part of this CONTRACT or to any benefit to arise from the same.

4. Prohibition Against Payments of Bonus or Commission

The assistance provided under this CONTRACT shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or any other approval or concurrence of HUD required under this CONTRACT, Title 1 of the Housing and Community Development Act of 1974, as amended; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such services other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.

5. Hatch Act

None of the personnel employed in the administration of the within defined project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

6. Lobbying Prohibited

None of the funds under this CONTRACT shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress or the Pennsylvania Legislature.

7. Political Activity Prohibited

None of the GRANTEE'S funds, materials, property or services, provided directly or indirectly under this CONTRACT shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office during the term of this CONTRACT.

8. Compliance With This Part

The GRANTEE shall incorporate or cause to be incorporated in all contracts or subcontracts, a provision prohibiting conflicts of interest comparable to those written above.

D. ENVIRONMENTAL/HISTORIC

1. Fish and Wildlife Protection Act

This CONTRACT is subject to the Fish and Wildlife Coordination Act, as amended (16 USCA 661 et seq.). The GRANTEE shall consult with the AUTHORITY and the appropriate Federal and State agencies to ascertain the means and measures necessary to mitigate, prevent and compensate for project-related losses of wildlife resources and to enhance those resources. Reports and recommendations of wildlife agencies should be incorporated into the environmental assessment or environmental impact statement.

2. Flood Disaster Protection Act

This CONTRACT is subject to the requirements of the Flood Disaster Protection Act of 1973, as amended, P.L. 93-234. No portion of the assistance provided under this CONTRACT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act for use in any area identified by the Director of the Federal Emergency Management Agency having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to 44 CFR Parts 59-79. The use of any assistance provided under this CONTRACT for said acquisition or construction in any community participating in the National Flood Insurance Program shall be

subject to the mandatory purchase of flood insurance requirement of Section 102 (a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this CONTRACT shall contain, if such land is located in an area identified by the Director of the Federal Emergency Management Agency as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended (42 USC 4001 et seq.) provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of land such flood insurance as required with respect to financial assistance for acquisition or construction of such land is not itself funded with assistance provided under this CONTRACT.

3. National Environmental Policy Act

This CONTRACT is subject to the National Environmental Policy Act of 1969, as amended, as written in P.L. 91-190 and detailed in implementing regulations issued pursuant thereto (24 CFR Part 58).

4. National Historic Preservation Act

This CONTRACT is subject to the requirements of the National Historic Preservation Act of 1966, as amended. The GRANTEE must notify the AUTHORITY if any district, site, building, structure or object significant in American history, architecture, archaeology and culture, that is included in or eligible for inclusion in the National Register of Historic Places will be affected by the assistance granted under this CONTRACT as required by P.L. 89-665.

5. Noise Abatement and Control Act

This CONTRACT is subject to the requirements of the Noise Abatement and Control Standards as contained in 24 CFR Part 51.

6. Further Acts, Orders and Regulations

This CONTRACT is further subject to the following acts, order, and regulations:

- a. Clean Air Act, as amended, P.L. 95-95 (42 USC 7401, et seq.)
- b. Endangered Species Protection Act, as amended, P.L. 93-205 (16 USC 1531, et seq.)
- c. Protection of Wetlands Executive Order 11990
- d. Preservation of Historical and Archaeological Data P.L. 93-291 (16 USC 469, et seq.)
- e. Protection and Enhancement of the Cultural Environment Executive Order 11593
- f. Safe Drinking Water Act of 1974, as amended, P.L.93-523 (42 USC 201, 300 (f), et seq.)
- g. Protection of Floodplain, Executive Order 11988
- h. Resource Conservation and Recovery Act of 1976, P.L. 94-580 (42 USC 6901)
- i. Farmland Protection Policy Act of 1981 (7 USC 4201, et seq.)

7. Compliance With This Part

The GRANTEE shall submit to the AUTHORITY any and all information necessary for the completion of the Environmental Assessments and Environmental Impact Statements as mandated by the Community Development Block Grant Regulations (24 CFR 58) and Emergency Shelter Grant Regulations (24 CFR 576) including, but not limited to, site plans, project bid specifications, all applicable permits, etc.

E. EQUAL EMPLOYMENT OPPORTUNITY

1. Affirmative Action - Executive Order 11246

a. General Requirements

The GRANTEE agrees that it will be bound by the Equal Opportunity Clause as set forth in its entirety in subparagraph (d) below, with respect to its own employment practices when it participates in federally-assisted construction work. However, if the GRANTEE 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 this CONTRACT.

b. Construction Contracts

Construction contracts of more than \$10,000.00 and all contracts with a CONTRACTOR who has federally-assisted construction contracts or subcontractors which in any twelve-month period total in excess of \$10,000.00 (irrespective of the dollar value of any single contract) which are entered into pursuant to this CONTRACT shall be subject to HUD Equal Employment Opportunity Regulations (24 CFR Part 130) applicable to HUD-assisted construction contracts.

c. Disbarred Contractors

The GRANTEE further agrees that it will refrain from entering into a contract or contract modification subject to 24 CFR Part 24 and Executive Order 11246 of September 24, 1965, with a CONTRACTOR disbarred from or who has not demonstrated eligibility for government contracts and federally-assisted construction contracts pursuant to the Executive Order 11246, and will carry out such sanctions and penalties for violations of the Equal Opportunity Clause as may be imposed upon CONTRACTORS and subcontractors by the Department of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the GRANTEE agrees that if it fails or refuses to comply with these undertakings, the AUTHORITY may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee, refrain from extending any further assistance to the GRANTEE under the program with respect to which failure or refusal occurred until satisfactory assurance of further compliance has been received from such GRANTEE; and refer the case to the Department of Justice for appropriate legal proceedings. All contractors intending to bid should be publicly registered in the Federal System for Award Management (SAM.gov).

d. Incorporation of These Provisions

The GRANTEE shall cause or require to be inserted in full in such contracts for construction work or modification thereof, as defined in said regulations, which are paid for in whole or in part with assistance provided under this CONTRACT, the Equal Opportunity Clause contained in Executive Order 11246, as amended by Executive Order 12086 and as supplemented in Department of Labor Regulations (41 CFR Part 60), as set forth below:

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

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religion, sex, national origin, or age. 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 notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that any qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- iii. The contractor will send to each labor union or representative or workers with whom he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Department or Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or 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 or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The contractor will include the portion of the sentence immediately preceding paragraph i and the provisions of paragraph i through vii in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened, with litigation by a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

2. Minority Business Enterprise - Executive Order 11625

a. General Requirements

This CONTRACT is subject to the requirements of Executive Order 11625 which provides for the utilization of minority business in all federally-assisted contracts.

b. Incorporation of These Provisions

The GRANTEE and all CONTRACTORS and subcontractors shall incorporate or cause to be incorporated, in all contracts and subcontracts for work in connection with federally-assisted projects, the following:

- i. 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 Executive Order 11625.
- ii. The parties to this contract will comply with the intent and purposes of said Executive Order 11625, and all applicable processes issued there under, and prior to this contract, shall certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- iii. The agency/contractor will send to appropriate minority organizations or

representative(s) or minority(s) a notice advising the said minority organization or representative of his/her commitments under this Executive Order 11625 and shall retain copies of this notice in an appropriate file available for inspection by authorized party(s).

- iv. The agency/contractor will include this Executive Order 11625 in every contract for work in connection with the project and will at the direction of the applicant (AUTHORITY) for or recipient of Federal financial assistance, take appropriate action pursuant to the contract upon a finding that the contractor is in noncompliance. The municipality will not contract with any contractor where it has notice or knowledge that the latter will not participate and will not let any contract unless the contractor has first provided it with a preliminary statement of goals to comply with the intent and purpose of these procedures.
- v. Compliance with the provision of Executive Order 11625, the intent and purpose thereof, shall be a condition of the Federal financial assistance, provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided.

3. Nondiscrimination

a. Equal Opportunity in Housing

This CONTRACT is subject to Executive Order 11063, entitled "Equal Opportunity in Housing." Under this order, the GRANTEE will, insofar as functions relate to the provision, rehabilitation or operation of housing and related facilities, take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex or national origin, in the sales, leasing, rental or other disposition of residential property and related facilities, or in the use or occupancy thereof, if such property and facilities are:

- i. owned or operated by the Federal government;
- ii. provided in whole or in part with the aid of loans, advances, grants, or contributions hereafter agreed to be made by the Federal Government;
- iii. provided in whole or in part by loans hereafter insured, guaranteed, or otherwise secured by the credit of the Federal government;
- iv. provided by the development or the redevelopment of real property purchases, leases, or otherwise obtained from State or Local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under a loan or grant contract hereafter entered into; and
- v. in the lending practices with respect to residential property and related

facilities (including land to be developed for residential use) of lending institutions insofar as such practices related to loans hereafter insured or guaranteed by the Federal government.

b. Housing and Community Development Act

Section 109 of the Housing and Community Development Act of 1974, as amended, requires that no person in the United States shall on the grounds of race, color, age, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development funds made available to the GRANTEE. For purposes of this section “program or activity” is defined as any the GRANTEE or CONTRACTOR receiving Community Development funds or loans from the AUTHORITY. “Funded in whole or in part with Community Development funds” is any amount, in the form of grants, proceeds from HUD, or guaranteed loans that have been transferred by the recipient (AUTHORITY) to an identifiable administrative unit and disbursed in a program activity.

c. Non-Restrictive Covenants

In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this CONTRACT, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease prohibiting discrimination upon the basis of race, color, religion, sex, age, or national origin. The GRANTEE, in undertaking the obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

d. Title VI of the Civil Rights Act of 1964

This CONTRACT is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352, (42 USC 2000 d et seq.)

e. Title VIII of the Civil Rights Act of 1968

This CONTRACT is subject to the requirements of Title VIII of the Civil Rights Act of 1968, P.L. 90-284, (42 USC 3601 et seq.) and HUD regulations with respect thereto (24 CFR Section 115).

4. Section 3 Program

a. General Requirement

This CONTRACT is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, P.L. 90-448, (12 U.S.C. 1701u) as amended, the HUD regulations issued pursuant thereto (24 CFR Part 75), and any applicable rules and others of HUD issued thereunder prior to HUD authorization of funding under the Community Development Block Grant program and/or the Emergency

Shelter Grant program.

b. Incorporation of These Provisions

The GRANTEE agrees to cause or require to be inserted in full in all contracts and subcontract for work financed in whole or in part with assistance provided under this CONTRACT the provisions of the Section 3 Clause as set forth below:

- i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with the project are provided to low- and very low-income persons. Where feasible, priority shall be given to low- and very low-income persons residing within the service area of the project in which the project is located and to participants in YouthBuild programs. Contracts for work to be performed in connection with the project, to the greatest extent feasible, shall be awarded to business concerns that provide economic opportunities for low- and very low-income persons. Where feasible, priority for contracting opportunities shall be given to business concerns that provide economic opportunities for low- and very low-income persons residing within the service area of the project, and Youthbuild programs.
- ii. 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 75, 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.
- iii. The contractor will send to each labor organization or representative of workers with whom he/she has a collective bargaining agreement or other contract or undertaking, if any, a notice advertising the said labor organization or worker's representative of his/her 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.
- iv. 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 finding that the subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR 75. 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 75 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.

- v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR 75.

5. Compliance With This Part

The GRANTEE agrees that it will assist and cooperate actively with the AUTHORITY, HUD, and the Department of Labor in obtaining the compliance with CONTRACTORS and subcontractors with Equal Employment Opportunity provisions as set forth in this CONTRACT.

F. FEDERAL LABOR STANDARDS

1. Contract Work Hours and Safety Standards Act

All contracts in excess of \$2,000 for construction and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision mandating compliance with the Contract Work and Safety Standards Act, P.L. 87-581(40 USCA 327 et. seq.)

2. Copeland Anti-Kickback Act

All contracts for construction and repair shall include a provision mandating compliance with the Copeland "Anti-Kickback Act" (42 USCA 874) as supplemented by the Department of Labor regulations (29 CFR Part 3).

3. Davis-Bacon Act

Except with respect to the rehabilitation and/or new construction of residential property designed for residential use for less than eight families, the GRANTEE and all CONTRACTORS engaged under contracts in excess of \$2,000 for the construction, execution, completion or repair of any building or work financed in whole or in part with assistance provided under this CONTRACT, shall comply with the Davis-Bacon Act (40 USCA 276) governing the payment of minimum wages, as supplemented by the regulations of the Department of Labor (29 CFR Part 5). However, if wage rates higher than those required under such regulations are imposed by State or Local law, nothing hereunder is intended to relieve the

GRANTEE of its obligations, if any, to require payment of higher rates.

G. FINANCIAL MANAGEMENT

1. Administration Requirements

Grantee shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Cost Principles

Grantee shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

H. OBLIGATIONS OF GRANTEE WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The GRANTEE shall remain fully obligated under the provisions of this CONTRACT notwithstanding its designation or any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this CONTRACT to the GRANTEE. Any GRANTEE, which is not the COUNTY, shall comply with all lawful requirements of the COUNTY necessary to insure that the program with respect to which assistance is being provided under this CONTRACT to the GRANTEE is carried out in accordance with the COUNTY'S Assurances and Certifications, including those with respect to the assumption of environmental responsibilities of the COUNTY under Section 104 (f) of the Housing and Community Development Act of 1974, as amended.

I. SPECIAL PROVISIONS RELATED TO ACTIVITIES CONDUCTED BY RELIGIOUS OR FAITH-BASED ORGANIZATIONS

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. However, certain restrictions and limitations apply to the use of CDBG funds in this regard by the GRANTEE. These provisions shall be in addition to, and not in substitution for, other sections of this Contract regarding the provision of public services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended.

If GRANTEE is, or may be deemed to be, a religious or faith based organization, it may retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use CDBG funds to support any inherently religious activities, such as worship, religious instruction or proselytization.

- A. GRANTEE may use space in its facilities without removing religious art, icons, scriptures or other religious symbols.
- B. GRANTEE may retain its authority over its internal governance, and it may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statement and other governing documents.
- C. GRANTEE will not discriminate against any person applying for CDBG funded public services provided by it on the basis of religion and it will not limit such services nor give preference to persons on the basis of religion.
- D. GRANTEE may use CDBG funds for the repair or rehabilitation of structures only under the following conditions:
 - 1. The cost of the repairs shall constitute, in dollar terms, only an incidental portion of the CDBG funds granted for the provision of the services and activities specified above.
 - 2. Prior written approval to make the repairs is provided to the GRANTEE by the AUTHORITY.
 - 3. The repairs shall be directly related to the services provided under this Contract.
 - 4. Sanctuaries, chapels or other rooms that GRANTEE uses as its principal place of worship are not eligible for CDBG-funded repairs or rehabilitation.

**J. BUILD AMERICA, BUY AMERICA ACT’S DOMESTIC CONTENT
PROCUREMENT PREFERENCE AS PART OF THE INFRASTRUCTURE
INVESTMENT (BABA)**

The GRANTEE must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the GRANTEE’S infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Revised: 11/2023

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY**

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
2.0%	6.9%

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.

The contractors 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 established for the geographical area where the contract resulting from this solicitation is to be performed. 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 contractors 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; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the Covered area is Lancaster County, Commonwealth of Pennsylvania.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS**

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 Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American 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. Contractors 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 contractors or subcontractors 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 p 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 of 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 nonworking 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 U.S. Department of Labor.
7. The contractor shall take specific affirmation 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 to 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 organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street application 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. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractors efforts to meet its obligations.
- e. Develop on-the-site 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 contractors 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.
- f. Disseminate the contractors 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.
- g. 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, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractors EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, specifically including minority and female news media, and providing written notification to and discussing the contractors EEO Policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. 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 contractors recruitment area and employment needs. Not later than one month prior to the date for 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.

- j. 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 contractors workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.
 - l. 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.
 - 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. 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.
 - o. 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.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractors 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 contractors 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 contractors 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 a separate single goal for women, has 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 general, 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.
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 implementing 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).

SECTION 3 ACTION PLAN

I. PURPOSE

This Section 3 Plan establishes the standards and procedures to comply with Section 3 of the Housing and Urban Development Act of 1968. Section 3 covers assistance that applies to housing and community development assistance, including housing rehabilitation, housing construction, and other public infrastructure construction projects that receive **federal financial assistance exceeding \$300,000.00 of housing and community development financial assistance. For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$150,000.**

The primary objective of Section 3 is to ensure that employment and other economic opportunities generated by certain United States Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low and very low-income persons, and to business concerns which provide economic opportunities to low and very low-income persons. In other words, low- and moderate-income people that benefit from HUD's physical improvement funds should also have a chance to access employment and contracting opportunities.

II. CLARIFICATION

Section 3 does not require the creation of economic opportunities for low and very low-income persons (or for anyone) simply for the sake of creating economic opportunities. Section 3 requires that when employment or contract opportunities are generated because a project or activity undertaken by a recipient of HUD financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of work contracts, the recipient must give preference in hiring low and very low-income persons, and must give preference in contracting to businesses owned by these persons or that substantially employ low and very-low income persons.

Section 3 of HUD financial assistance mandates the inclusion of low and very low-income individuals in recruitment and solicitation efforts. Moreover, it requires that additional efforts be made to inform them about economic opportunities and aid their employment or contract award.

III. DEFINITIONS

Service Area or the neighborhood of the project:

Section 3 project area means an area within one mile of the Section 3 project. If the population is fewer than 5,000 people residing within one mile of a Section 3 project, a circle centered on the Section 3 project is sufficient to encompass a population of 5,000 people according to the latest U.S. Census data.

Section 3 Worker:

Any worker who currently fits at least one of the following categories, as documented, or who fit one within the past five years:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 3 Business:

1. A business that is fifty-one percent (51%) or more owned and controlled by low or very-low-income persons; or
2. Over seventy-five percent (75%) of the labor hours performed for the business over the prior three-month (3) period are performed by Section 3 workers; or
3. It is a business at least fifty-one percent (51%) owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Targeted Section 3 Worker:

1. A worker employed by a Section 3 business concern; or
2. A worker who currently fits or, when hired, fits at least one of the following categories, as documented within the past five years.
 - a. Living within the project's defined service area or neighborhood; or
 - b. A YouthBuild participant.

YouthBuild Programs:

YouthBuild programs receive assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226) and provide at-risk youth with training and educational opportunities in construction and other industries.

Section 3 Covered Contract:

Section 3 covered contract refers to a contract or subcontract, which could be a professional service (such as architectural or engineering services), awarded by the County of Lancaster, a County Subrecipient, or a contractor. This contract must be for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with this Section 3 covered project. Note that this definition does not include contracts for the purchase of supplies and materials. However, if a contract for materials includes the installation of the materials, then that contract is considered a Section 3 covered contract.

Economic Opportunities:

An example of the types of jobs generated by HUD assistance covered by Section 3 are housing and community development programs. All employment opportunities arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, i.e., management and administrative jobs, technical, professional, and construction and non-construction jobs; and jobs at all levels.

Examples of jobs by type:

1. Administrative/management: construction, management; architectural services; engineering; surveying and related professional services required to prepare plans, drawings, specifications, or work write-ups (construction management, relocation specialist services, payroll clerk); accounting, payroll; bookkeeping processing; relocation services and marketing.
2. Construction: landscaping, bricklaying, carpentry, cement/masonry, demolition, drywall, electrical work, elevator construction, fencing, heating, iron works, machine operation, painting, plastering, plumbing and tile setting, and carpet installation.

Section 3 and WBE/MBE

Women Owned Business (WBE) or Minority Owned Business (MBE) are defined as businesses that are fifty-one percent (51%) or greater owned and managed by women, or persons who are a racial or ethnic minority. The preference required by Section 3 is not tied to the gender, race, or ethnic origin of the owner. A WBE or MBE must provide evidence that it meets at least one of the above criteria to be considered a Section 3 Business.

The Lancaster County Redevelopment Authority has a separate action plan regarding the use of minority and women-owned businesses.

IV. BENCHMARKS

The Lancaster County Redevelopment Authority has set employment and training goals for compliance with Section 3 requirements outlined in 24 CFR Part 75.19. Subrecipients, contractors, and subcontractors are expected to meet the benchmark goals below:

1. Twenty-five percent (25%) or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers. **Section 3 Labor Hours/Total Labor Hours = 25%**
2. Five percent (5%) or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined in 24 CFR Part 75.21. **Targeted Section 3 Labor Hours/Total Labor Hours = 5%**

Contractors are responsible for complying with Section 3. If a contractor is unable to meet the Section 3 benchmarks, they must provide a valid reason for not being able to do so. Any contractor who intends to submit bids or proposals to the grantee must certify that they will comply with Section 3 requirements.

V. TRAINING AND EMPLOYMENT

Under the Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

1. Provide employment and training opportunities to Section 3 workers within the area in which the project is in the priority order listed below:
 - a. Section 3 workers residing within the service area or the neighborhood of the project, and
 - b. Participants in YouthBuild programs.

Contractors and subcontractors must certify that they made the best efforts to follow the prioritization of effort requirements before beginning and after completing work.

Section 3: Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from the grantee or its contractors/subcontractors for training, employment, or contracting opportunities generated by housing and community development financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses that misrepresent themselves as Section 3 business concerns and report false information to grantee may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor stating that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For Section 3 worker eligibility, the grantee will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

1. A low or very-low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD) or
2. Employed by a Section 3 business concern or
3. A YouthBuild participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

1. Employed by a Section 3 business concern or
2. Currently meets or when hired met at least one of the following categories as documented within the past five years:

- a. Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
- b. A YouthBuild participant.

VI. CONTRACTS

Under the Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

1. Business concerns that provide economic opportunities to Section 3 workers residing within the area in which assistance is located in the following order of priority (*where feasible*):
 - a. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b. YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed. In the absence of evidence to the contrary, a contractor or subcontractor that meets the minimum benchmarks outlined in this Section 3 Plan will be considered to have complied with Section 3 preference requirements.

In evaluating compliance under this Section 3 Plan, a contractor or subcontractor that has not met the goals set forth herein has the burden of demonstrating why it was not feasible to meet said goals. Such justification may include statements regarding impediments encountered despite actions taken. A contractor or subcontractor can also indicate other economic opportunities (such as those listed later in the "COMPLIANCE" section of the Section 3 Plan) that were provided in its efforts to comply with Section 3.

Note: Attachment "B" Certification of Commitment, incorporated herein by this reference as if set forth in full, is to be completed and submitted with all project bids.

VII. SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following "Section 3" clause in all its contracts to ensure compliance with regulations 24 CFR Part 75:

- 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 training opportunities arising in connection with 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 implements 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 Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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 the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and locations 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 but 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 obligation 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.

VIII. COMPLIANCE

Contractors and their subcontractors will be considered to have complied with the requirements of Section 3 and met the safe harbor if they certify that they followed the required prioritization of effort and met or exceeded the benchmarks of Section 3, unless there is evidence to the contrary. The contractors and subcontractors shall be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns. After the completion of the project, contractors and subcontractors will also be required to certify that they followed the prioritization of effort requirements to provide employment and training opportunities to Section 3 workers within the area where the project is located, in the order of priority.

Contractors who fail to meet the benchmarks outlined in Section 3 must provide a valid reason as to why they were unable to do so. All contractors who submit bids or proposals must certify their compliance with the requirements of Section 3. If the contractor or subcontractor fails to meet the benchmark requirements, they must provide evidence of their efforts to assist low and very low-income individuals with employment and training opportunities.

If the Contractor does not meet the benchmarks but can provide evidence that it has made qualitative efforts to provide low and very-low-income persons with employment and training opportunities, then the project will be considered compliant with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

- Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
- Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- Direct, on-the job training (including apprenticeships).
- Indirect training such as arranging, contracting, or paying tuition for off-site training.
- Technical training such as arranging, contracting, or paying tuition off-site training.
- Outreach efforts to identify and secure bids from Section 3 business concerns.
- Technical assistance to help Section 3 business concerns understand and bid on contracts.
- Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- Held one or more job fairs.
- Provided or connected residents with supportive services that can provide direct services or referrals.
- Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- Assisted residents with finding childcare.
- Assisted residents to apply for/or attend community college or a four-year educational institution.
- Assisted residents to apply for or attend vocational/technical training.
- Assisted residents to obtain financial literacy training and/or coaching.
- Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Provided or connected residents with training on computer use or online technologies.

The following efforts to award contracts to Section 3 Business Concerns are an acceptable method, when documented, of demonstrating compliance with the “Greatest Extent Feasible” requirements of the Section 3 regulations:

- In determining the responsibility of potential subcontractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending subcontract.

- Contacting business assistance agencies, minority contractor's associations and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be enough time for Section 3 Business Concerns to respond to the bid invitations or requests for proposals.
- Following up on Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.
- Advising Section 3 Business Concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- Arranging solicitations, times for presentations of subcontract bids, quantities, specifications, and delivery schedules to facilitate Section 3 Business Concerns' participation.
- Advertising subcontracting opportunities through trade association papers, newsletters, and through other local media, such as newspapers of general circulation.
- Where appropriate; breaking out subcontract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.
- Developing a list of eligible Section 3 Business Concerns.

Questions regarding this plan or a contractor's or subcontractor's responsibilities for compliance may be directed to:

Rachel Valmonte, Compliance Manager
RValmonte@lchra.com
717.394.0793 Ext. 211
Lancaster County Redevelopment Authority
28 Penn Square, Suite 200
Lancaster, PA 17603-4297

ATTACHMENT A

The Lancaster County Redevelopment Authority Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below.

Individual Income Limits for Lancaster County

Income Limits (1 Person)	FY2025	FY2024	FY2023	FY2022	FY2021
Low-Income Limits (80%)	\$58,200	\$58,800	\$53,500	\$50,550	\$46,500

See <https://www.huduser.gov/portal/datasets/il.html> for the most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD);
- OR*
- Employed by a Section 3 business concern;
- OR*
- A YouthBuild participant.

Targeted Section 3 Worker Definition

- Employed by a Section 3 business concern
- OR*
- Currently meets or when hired (eff after 11/30/2020) met at least one of the following categories as documented within the past five years:
 - Living within the service area or the neighborhood of the project defined as 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 (24 CFR 75).
 - A YouthBuild participant.

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.

**SUPPLEMENTARY CONDITIONS
TO THE CONSTRUCTION
CONTRACT**

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

OMB Approval No. 2502-0598
(Exp. 12/31/2027)

The public reporting burden for this collection of information is estimated to average 0.2 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. HUD collects this information to obtain supportive documentation that must be submitted to HUD for approval. HUD uses this information to ensure that viable projects are developed and maintained. This information is required to obtain benefits derived from the National Housing Act Multifamily Mortgage Insurance Programs. This information collected is authorized under Title II of the National Housing Act (12 USC 1701 et seq.) and the regulations at 24 CFR 200 et seq., and no confidentiality is assured.

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

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

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name,

address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

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

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

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

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

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

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of

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

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

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

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

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and 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 or 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 U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the

Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. **Contract Work Hours and Safety Standards Act.**

1. **Applicability and Definitions.** This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that 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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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, which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, at a rate determined and published by the U.S. Department of Labor for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph. The U.S. Department of Labor posts current civil money penalty rates at:
<https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to 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.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. The Contractor shall 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, age, disability 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.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin.

D. The Contractor shall 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 advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall 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.

F. The Contractor shall 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 shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. 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 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, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 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 shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible

opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located 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 same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. 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.

C. 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, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- [WH-347 \(PDF\)](#)
OMB Control No. 1235-0008, Expires 01/31/2028.
- [WH-347 Form Annotated Guide \(PDF\)](#)
- [Online Fillable WH-347 Form](#)

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, “furnish a statement on the wages paid each employee during the prior week.” U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed “Statement of Compliance” (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor’s obligation to pay fringe benefits may be met through the contractor’s contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor’s certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

“Check Box” for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

“Check Box” for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor’s/Subcontractor’s Business Name: Enter the business’ legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number “1”, enter each worker’s entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker’s individual identifying number (e.g., last four digits of the worker’s social security number or any number specific to the individual worker) on each weekly certified payroll submitted. **Note:** workers’ full Social Security numbers must **not** be included.

Column 2 – Journeyworker / Registered Apprentice: Enter “J” if the worker is a journeyworker or “RA” if the worker is a registered apprentice in an apprenticeship program approved by DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor’s workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor’s workweek starts on Tuesday and ends on Monday, enter “T” for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with “M” on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time (“ST”) and overtime (“OT”) in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime (“OT”) (including hours worked on and off the site of the work of the covered contract). **Note:** For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit [Overtime Pay on Government Contracts](#).

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. **Note:** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B – Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. **Note:** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official's Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the

labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity. **Note:** Photocopies or scanned copies of signatures do not satisfy this requirement.

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

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