

**THE OPPORTUNITY TREE**  
**Campus Upgrades**  
**Request for Bids**  
**1/12/24**

**A. STATEMENT OF PURPOSE**

Through this request for bids, **THE OPPORTUNITY TREE** is seeking the services of a licensed specialty contractor with the best favorable competitive rates and to provide all qualified businesses, including those that are owned by minorities, woman, persons with disabilities and/or small business enterprises, and the opportunity to do business with **THE OPPORTUNITY TREE**, located at 209 W. 1<sup>st</sup> St., Casa Grande AZ, 85122.

Notice is hereby given that **THE OPPORTUNITY TREE** will receive Bids for furnishing of labor, materials, transportation, and services for the construction entitled:

**Campus Upgrades**  
209 W. 1<sup>st</sup> St., Casa Grande AZ, 85122

**B. PROJECT BACKGROUND**

The Opportunity Tree's mission is to provide quality individualized support to people with intellectual and developmental disabilities. Core services include youth transition programs, supported employment services, adult day programs and integrated community living programs. The agency's Casa Grande campus consists of 2 standalone buildings totaling approximately 30,000 square feet on over 1 acre in downtown Casa Grande. The facility is block construction built circa 1955 and has been owned by The Opportunity Tree since 1970.

This project includes the installation of six 6'x6' storefront windows in the exterior walls of the facility, and the replacement of two existing 5-ton HVAC units on the roof.

The Opportunity Tree's Campus Upgrades increase safety, visibility, aesthetic and quality of life of people receiving services by:

- Installing six 6' x 6' storefront windows on the exterior walls of the facility that increase exterior visibility, let in natural light, and increase the facility's aesthetic and connection to the outside community.
- Replacing two existing HVAC units with new, more efficient and effective models.

The agency is prepared to initiate the project as soon as a contractor is secured and all relevant documents will be made available upon the awarding of the Contract.

**C. SCOPE OF WORK**

The Contractor shall provide all equipment, materials, transportation, managerial, administrative, associated work, and direct labor personnel to:

- Install six 6' x 6' storefront windows in existing block wall. Installation includes: saw cutting CMU, installing steel lintels, installing aluminum frame windows with 1" insulated glass.
- Replace two existing HVAC units with two 5-ton new units. Replacement includes: Remove existing HVAC units, procure and install new like-for-like high efficiency units and new supply fan variable speed drive, install new disconnect switch and conduit, test and balance all modified systems, perform duct leak remediation as required, connect new HVAC equipment to existing thermostat and/or controls, install smoke detector and connect to existing fire alarm systems as required by code as needed.

The agency is prepared to initiate the project as soon as a contractor is secured and all relevant documents will be made available upon the awarding of the Contract.

#### **D. INSTRUCTIONS**

Your firm is invited to submit an offer for the project stated below to **THE OPPORTUNITY TREE** on or before **2/23/24, by emailing [nhallihan@theopportunitytree.org](mailto:nhallihan@theopportunitytree.org)**

We are seeking to give all qualified businesses, including those that are owned by minorities, women, persons with disabilities and small business enterprises the opportunity to do business with the owner.

To be classified in a particular racial/ethnic category, a business entity must be 51% or more owned and controlled by a single racial/ethnic group.

A virtual pre-bid meeting will be held on **Thursday 2/8/24 at 4pm**. Attendance of bidders who intend to submit a bid is not required but encouraged. The purpose of this meeting is to clarify the concepts of the invitation to bid and bid documents for you and your subcontractors and to review any addenda. This meeting is to prevent any misunderstanding of the work requested and to answer questions. A Labor Standard Compliance representative will be available to answer questions as it relates to Federal required Wage Determination/Labor Standards.

Bidders are encouraged to visit the site (The Opportunity Tree Casa Grande Campus) located at **209 W. 1<sup>st</sup> St., Casa Grande AZ, 85122** prior to submitting their bids. **Appointments for site visits can be made by emailing Neal Hallihan at [nhallihan@theopportunitytree.org](mailto:nhallihan@theopportunitytree.org).**

Submit your bid on the Bid Forms provided, which are attached as **Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D"**. **No other form(s) will be accepted.**

A bid packet without all Bid Forms, **Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D"**, will be considered to be an **incomplete bid.**

All bids must be received no later than **2/23/24 at 6 p.m.** **Bids must be submitted electronically to [nhallihan@theopportunitytree.org](mailto:nhallihan@theopportunitytree.org).** No faxes will be accepted.

Any bids received after closing time will not be opened. **THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND PROPOSALS OR ANY PART THEREOF OR TO ACCEPT ANY BID AND PROPOSAL RECEIVED.** All bids shall require cost breakdown, in whole dollar amounts including all applicable taxes and fees. The cover page of the bid shall label:

To: **THE OPPORTUNITY TREE**  
3146 E. Windsor Ave., Phoenix, AZ 85008

Bid For: **Campus Upgrades**  
209 W. 1<sup>st</sup>. St. Casa Grande, AZ 85122

Bidder: **Bidder's Name**  
**Bidder's Address**  
**Bidder's License Number**

Bids will be publicly opened and read aloud virtually at time stated below in schedule of dates.

Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

Estimated Schedule of Dates:

Request for Bids Issued:	<b>1/19/24</b>
Pre-Bid Meeting:	<b>2/8/24 at 4pm</b>
Last date to request information:	<b>2/16/24</b>
Closing Date for Bids:	<b>2/23/24 at 6pm</b>
Public (virtual) Bid Opening:	<b>2/23/24</b>
Bid Review:	<b>2/23/24-2/29/24</b>
Anticipated Bid Award:	<b>2/29/24</b>
Anticipated Pre-Construction Meeting:	<b>3/7/24</b>
Anticipated NTP:	<b>2/29/24</b>
Completion Date:	<b>5/1/24</b>

The Sealed Bid contract shall be awarded, if at all, to the most responsive and responsible Bidder whose Sealed Bid conforms in all material aspects to the

requirements of the Sealed Bid documents including the Scope of Work. "Responsive Bidder" means the Bidder who submits a Sealed Bid that conforms in all material respects to the Instructions and Scope of Work that are incorporated herein by this reference. "Responsible Bidder" means the Bidder who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the Sealed Bid most advantageous to THE OPPORTUNITY TREE.

The awarded Contract or any part thereof shall not be sublet to a contractor who has not paid taxes as provided in Section 34-241, Arizona Revised Statutes. It shall be mandatory on the Bidder to whom the Contract is awarded, and upon any subcontractor working under the Bidder, to comply in every respect with the provisions of Title 23, 32, 34, Arizona Revised Statutes and with all other requirements of the State of Arizona, applicable to contracts for the construction of public works, and with all applicable City, County, State and Federal Laws and Ordinances.

The System for Award Management (SAM) is the Official U.S. Government system that tracks federal contracts. The selected contractor will be required to register in SAM.gov prior to receiving a contract. Registration in SAM is NOT required to submit a proposal. Failure to successfully and timely register with SAM.gov may result in the loss of award.

THE OPPORTUNITY TREE reserves the right to reject any or all Sealed Bids, to withhold the award of a contract for any reason it may determine and to hold any or all Sealed Bids for a period of sixty (60) days. THE OPPORTUNITY TREE also reserves the right to waive any irregularities in any Sealed Bid if such action is, determined by THE OPPORTUNITY TREE, in its sole discretion, to be in the interest of THE OPPORTUNITY TREE.

Should a bidder find any discrepancy, error or omission within this document or the scope of work, please contact **Neal Hallihan** with the THE OPPORTUNITY TREE. in writing via email (see contact info below). The last day/time for issuing questions is **2/16/24 5 p.m.**

If a question submitted warrants a response, a written addendum will be issued to all contractors who attended the pre-bid meeting to inform them of the clarification. Oral instructions or information shall not constitute an addendum to this Invitation for Bids.

Please direct all questions related to the bid advertisement in writing to **Neal Hallihan**:

**The Opportunity Tree**  
**Email:** [nhallihan@theopportunitytree.org](mailto:nhallihan@theopportunitytree.org)  
**Phone:** 602 956 0400 ext. 206

## **E. REQUIREMENTS**

### **1. Insurance**

Bidder, upon award of the contract, must provide proof of insurance as set forth

by the owner and/or the Construction Contract. The certification of insurance must list The Opportunity Tree as an additional insured and have a separate 'Builder's Risk' rider.

## 2. Bid Security-Bid Bond

- A. The Bid must be accompanied by a bid bond (a certified check upon a solvent bank or trust company), made payable to the order of "**THE OPPORTUNITY TREE**," or cash escrow in an amount not less than five (5) percent of the total bid price submitted. The AIA Bid Bond Form (Exhibit F) shall be used for Surety Bid Bonds.
- B. A scan of the bid bond documentation must be included with the electronically submitted Bid Package.
- C. The Bid Bond security (or certified check, or written confirmation from a banking institution regarding cash escrow account established for this purpose, as applicable) is to be submitted by mail, courier or delivered in person **ONLY** to:

The Opportunity Tree, Attn: Neal Hallihan  
**3146 E. Windsor Ave.**  
**Phoenix, AZ 85008**  
Phone: 602-956-0400 ext. 206  
Email: [nhallihan@theopportunitytree.org](mailto:nhallihan@theopportunitytree.org)  
Office Hours: 9 A.M. – 4 P.M.

These originals shall be placed in a sealed, opaque envelope and clearly marked in the lower left-hand corner with the Company Name, City IFB number and title. The received date/time of the bid security will be recorded on the envelope. The original Bid Bond security must be received before or by the due date/time of IFB.

**D. The failure to submit an original Bid Bond as detailed above shall result in the Bid being declared as Non-Responsive.**

- E. The bid security of the unsuccessful Bidders will be returned within fifteen (15) days after the execution of the Contract or, if no such Contract has been executed, within one hundred eighty (180) days after the date of opening Bids. The bid security of the successful Bidder will be returned only after the Bidder has duly executed the Contract and furnished the required bonds and insurance.
- F. Bids shall be firm and irrevocable for one hundred eighty (180) days after the date fixed for opening the Bids unless such time period is extended by mutual consent of the parties.

## 3. Contract Security – Performance and Payment Bonds

Contractor is required to provide and pay for Performance Bond, and Labor and Material Payment Bond(s). Bond shall cover the faithful performance (100%) of the Contract and the payment of all obligations (100%) arising there under. The Bidder shall deliver the required bonds to the THE OPPORTUNITY TREE no later than the date of execution of the Notice to Proceed. The Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

Bonds shall be executed in two parts, Performance Bond and Labor and Material Payment Bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract. Surety shall be company licensed to do business in State in which work is located. Bond amount shall be increased to include any Change Order added to the Contract to 100% total value amount of each Change Order.

#### **4. Licensing**

Contractor is required to be properly licensed by the State of Arizona Registrar of Contractors in order to complete the scope of work and be in good standing. Any complaints filed against contractor will be reviewed and become a part of the bid evaluation process.

#### **5. Notice to Proceed**

- a. Contractor will commence no work until a written Notice to Proceed has been issued by
- b. the THE OPPORTUNITY TREE and the City of Casa Grande. The anticipated date for the Notice to Proceed is **2/29/24**.

#### **6. Required Commitments**

Contractor is required to commit to having the Project Superintendent on site at all times when any work is being done on site. Contractor is responsible for all sub-contractors. The GC is required to manage all sub-contractors. These items are not negotiable.

#### **7. Communication**

Communication with the residents in the community is not permitted under any circumstance. The General Contractor and their subs must conduct themselves in a professional manner. No swearing is permitted on site. Contractor must provide the owner with a 24-hour phone number so the contractor may be contacted with after-hour emergencies, which were caused by current work.

#### **8. Construction Contract**

Contractor shall acknowledge the receipt or understanding of the construction contract and the contract conditions. The contractor shall be responsible to the OWNER (S) for the distribution of information to subcontractors used pursuant to an awarded contract. The form of construction contract will be a modified A101-2017.

#### **9. Scope Requirements**

- a. The contractor is responsible for cleanup of work area and surrounding areas on a daily basis.
- b. Safety hazards of any kind should not be left at any time during the project.

- c. The contractor shall furnish all necessary equipment and materials needed to complete both the demo and completion of the project.
- d. The contractor is responsible for the protection of all adjacent surfaces materials and areas (containment or temp walls if necessary).
- e. The contractor shall be responsible for scheduling and complying with all required permit inspections.
- f. Contractor to field verify all existing conditions and notify owner of any possible issues or changes ASAP.

## **10. Billing/Payment**

All billing/payments will be submitted to the THE OPPORTUNITY TREE through an AIA Document/Form and include 10% retainage.

## **11. Warranties**

Contractor is required to provide all warranty and product information, as applicable to owner upon completion.

## **12. Project Completion**

Upon completion of this project, the contractor will submit a Certificate of Completion to the THE OPPORTUNITY TREE that all work has been completed, full lien releases for contractor and all sub-contractors, paid in full invoices from all materials suppliers, and show any letters of warranty.

## **F. FEDERAL REQUIREMENTS**

**NOTICE OF FEDERAL FUNDS AND REQUIREMENTS:** This project is funded by Community Development Block Grant funding from the Department of Housing & Urban Development.

### **CONFLICT OF INTEREST**

No covered persons who exercise or who have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the Contractor, or any designated public agency.

### **LEGAL WORKER REQUIREMENTS**

As mandated by Arizona Revised Statutes 41-4401, the CITY is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statute 23-214-A. That statute requires that employers verify the employment eligibility of their employees through the federal E-verify system. An “employer” is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, or that has a license issued by an agency in the state and that employs one or more employees in the State. (See A.R.S. 23-211) Therefore, in signing or performing any contract for the CITY, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and with A.R.S. 23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the contract; and
- C. City of Casa Grande or its designee is authorized by law to randomly inspect the records relating to an employee of the Contractor or any of its subcontractors who works on the contract to ensure compliance with the warranty made in paragraph A above.

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The Contractor and all subcontractors will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). All contractors must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Data Universal Numbering System (D-U-N-S) number. All contractors will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The successful contractor and all subcontractors are required to register for the following:

- A. The System for Award Management (SAM) is the Official U.S. Government system that tracks federal contracts.. The selected contractor and all subcontractors of the request for bids will be required to register at [www.SAM.gov](http://www.SAM.gov) prior to receiving a city contract. All contractors must not be debarred or ineligible to receive federal funds.

### **Section 3 Clause (applicable to projects over \$200,000)**

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 training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance are directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with preference for both targeted workers



living in the service area or neighborhood of the Project and Youthbuild participants, as well as to businesses that are either owned by low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons, as defined at 24 CFR Part 75 (“Section 3 Regulations”).

The parties to this contract agree to comply with HUD’s Section 3 regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.

Contractor agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

- A. 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.
- B. Contractor agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the Contractor is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.
- C. If applicable, the Contractor agrees to notify each labor organization or representative of workers with which the Contractor has a collective bargaining or similar labor agreement or other understanding about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers’ representative of the Contractor’s commitments under this part.
- D. The Contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified the City and the HUD. The Contractor is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.
- E. Noncompliance with HUD's regulations in 24 CFR part 75 and other applicable policies may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

## **FEDERAL LABOR STANDARDS**

Federal Labor Standard Wages are applicable for this federally funded project. The wage determination for this project is attached and will also be made available at the mandatory pre-bid meeting. Payment of Davis Bacon Labor Standards wages is required under this contract. The Contractor will adhere to Davis Bacon Labor Standards wage determination and submit weekly payroll reports to the City of Casa Grande Community Development Manager.

A. The Contractor shall comply with the requirements of the Davis Bacon Act, as amended (40 USC 3141-3148), the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), and Federal Labor Standards Provisions Form HUD 4010 (Attached).

**B. The following paragraph must be incorporated into all subcontractor agreements:**

THIS PROJECT IS FUNDED IN PART WITH FEDERAL FUNDS. AS A RESULT, DAVIS BACON LABOR STANDARD WAGES APPLY. ALL CONTRACTORS AND SUBCONTRACTORS MUST PAY WORKERS PREVAILING WAGES AND FRINGE BENEFITS AS DETERMINED BY THE FEDERAL GOVERNMENT. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE DAVIS BACON ACT, AS AMENDED (40 USC 3141-3148), THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701-3708), AND FEDERAL LABOR STANDARDS PROVISIONS FORM HUD 4010 (ATTACHED). THIS PROVISION MUST BE INCLUDED IN ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS.

## **EQUAL OPPORTUNITY**

The following provisions shall apply to this Contract and any construction contract or subcontract having a value of more than \$10,000:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, national origin, age, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, or disability.

- C. The contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of the Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause

is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contractor or contract modifications subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violations of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
- K. The contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions. Cancel, terminate, or suspend in whole or in part this grant (contract, loan insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- L. Contractor shall comply with the provisions of 41 CFR Part 60-4 relating to Construction Contracts -- Affirmative Action Requirements, in all solicitations and contracts for construction.

### **NONDISCRIMINATION**

A contractor may not, under any program or activity, directly or through contractual or other arrangements, on the ground of race, color, religion, gender, national origin, age, or disability:

- A. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- B. Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.
- C. Restrict in any way access to, or in the enjoyment of any advantage or

privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits under the program or activity.

- D. Treat an individual differently from others in determining whether the individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, service, or other benefits provided under the program or activity.
- E. Deny an opportunity to participate in a program or activity as an employee.

### **NONDISCRIMINATION BASED ON DISABILITY**

No otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in employment, services, housing, building and services accessibility or any other aspects of this program. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and the Americans with Disabilities Act of 1990.

### **CLEAN AIR AND WATER**

In all contracts in excess of \$100,000, contractor agrees as follows:

- A. To comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).
- B. To insert the substance of the provisions of this clause into any subcontract in excess of \$100,000.

### **ENERGY EFFICIENCY**

Contractor will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **LEAD BASED PAINT POISONING PREVENTION ACT OF 1973**

The contractor agrees that exterior and/or interior paints, enamels, and/or primers used on any surface in residential structures constructed or rehabilitated under this contract shall not contain more than 1/2 of 1% lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints. Contractor further agrees to abide by all federal, state and local rules and regulations now in force or to be enacted in the future pertaining to the lead-based paint including, but not limited to, requirements of 24 CFR 35.10 through 35.25 and 24 CFR 570.608.

### **INELIGIBLE SUBCONTRACTORS**

Contractors shall not use funds received pursuant to this contract to directly or indirectly employ, award, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during the period of debarment, suspension, or placement on ineligibility status under the provisions of 24 CFR Part 24.

### **ARCHITECTURAL BARRIERS ACT OF 1968**

Contractor shall comply with the Architectural Barriers Act of 1968, (42 U.S.C. 4151) and the Uniform Federal Accessibility Standards FED-STD-795 (April, 1988) subject to the exceptions contained in 41 CFR, Subpart 101-19.604.

### **ACCESS TO RECORDS**

The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of contractor which are pertinent to any activity performed under this contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall keep and maintain such books, documents, paper and records for a period of at least three years after all claims and audits arising out of this contract are fully settled and concluded.

### **CONTRACTING WITH MINORITY, WOMEN'S, AND DISADVANTAGED BUSINESS ENTERPRISES**

Pursuant to national policy to award a fair share of contracts to Minority, Women's, and Disadvantaged business enterprises, contractor shall take affirmative steps to assure that Minority, Women, and Disadvantaged are utilized when possible as sources of supplies, equipment, construction, and services.

Such affirmative steps shall include the following:

- A. Include qualified Minority, Women's, and Disadvantaged businesses on solicitation lists.

- B. Assure that Minority, Women's, and Disadvantaged businesses are solicited whenever they are potential sources.
- C. When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum Minority, Women's, and Disadvantaged business participation.
- D. Where the requirement permits, establish delivery schedules which will encourage participation by Minority, Women's, and Disadvantaged businesses.
- E. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
- F. Comply with the applicable requirements of the Minority, Disadvantaged, and Women Business Enterprise Policy Plan for the City of Casa Grande.
- G. Include affirmative steps, one through six in any subcontract.

**BYRD ANTI-LOBBYING CERTIFICATION**

In all contracts in excess of \$100,000 the contractor hereby certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

**ARCHAEOLOGICAL REMAINS**

Should archaeological remains be encountered during ground disturbing activities, work will cease in the area of discovery. The City of Casa Grande shall be notified immediately. Work in the area of discovery will not resume until the significance of the discovery has been assessed and the environmental clearance updated.

## **PROCUREMENT OF RECOVERED MATERIALS**

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014):**

This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

- A. The Contractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- B. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

## **ASSIGNMENT**

The Contractor will not assign or transfer any interest in this Contract without the prior written consent of the THE OPPORTUNITY TREE.

## **NONSEGREGATED FACILITIES**

By execution of this Contract or subcontract, or the consummation of this material supply agreement, as appropriate, THE CONTRACTOR, certifies that it does not and



will not maintain or provide for employees any segregated facilities at any of its establishments, and that it does not and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Federal Equal Opportunity clause in this contract.

- A. As used in this certification, the term *segregated facilities* means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.
- B. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) identical certifications will be obtained from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
- C. Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
- D. Note: The penalty for making false statements in offers is prescribed in Title 18 U.S.C. 1001.

### **PREFERENCE FOR DOMESTIC PROCUREMENT**

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, The Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT**

The Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.



**Exhibit B  
(NONCOLLUSIVE AFFADAVIT)**

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

) ss

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**Exhibit C  
REFERENCES**

**Reference #1**

Client Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Project Description, Cost and if federally funded \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Reference #2**

Client Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Project Description, Cost and if federally funded \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Reference #3**

Client Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Project Description, Cost and if federally funded \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit E**  
**Wage Decision and HUD Form 4010**

"General Decision Number: AZ20230039 09/01/2023

State: Arizona

Construction Type: Building

County: Maricopa County in Arizona.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>· Executive Order 14026 generally applies to the contract.</li> <li>· The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>· Executive Order 13658 generally applies to the contract.</li> <li>· The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.





SHEET METAL WORKER.....\$ 40.82 19.04

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 SUAZ2019-002 06/12/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	22.41	0.00
DRYWALL HANGER.....\$	20.02	0.00
LABORER: Common or General.....\$	17.95	3.97
LABORER: Mason Tender - Cement/Concrete.....\$	18.11	3.64
LABORER: Pipelayer.....\$	16.77	1.05
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	24.61	3.42
OPERATOR: Loader.....\$	17.53	5.08
OPERATOR: Roller.....\$	23.62	6.44
PAINTER.....\$	19.85	3.54
TILE SETTER.....\$	21.50	0.00

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**HUD-4010 U.S. Department of Housing and Urban Development  
Federal Labor Standards Provisions Office of Davis-Bacon and Labor Standards**

Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 1

**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 Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 2

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](mailto: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](mailto: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.

Exhibit F  
BID BOND TEMPLATE-SAMPLE

 **AIA**® Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

**BOND AMOUNT:**

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Contractor as Principal)*

\_\_\_\_\_  
*(Seal)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**