

FOR REFERENCE ONLY
NOT FOR BIDDING
CONTRACTORS MUST PURCHASE
PLANS FROM AND REGISTER
WITH THE ENGINEER TO BE
CONTRACT DOCUMENTS
ELIGIBLE TO BID
BID FORM AND SPECIFICATIONS

**SONNY CALLAHAN BOYS & GIRLS CLUB PARKING
LOT IMPROVEMENTS
6585 CAROL PLANTATION ROAD, THEODORE, AL
36582**

PROJECT NO.: MCD3-PF-17-002

**THE BOYS AND GIRLS CLUB OF SOUTH
ALABAMA**

Bid Date: OCTOBER 23, 2019

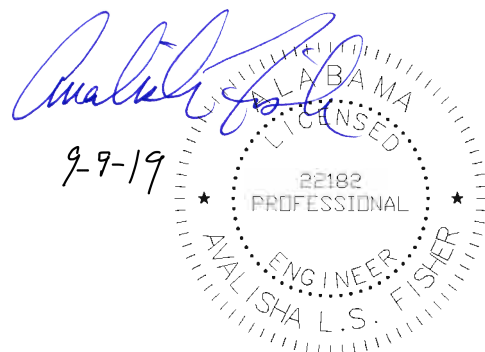


TABLE OF CONTENTS

Advertisement.....	I
Invitation and Instruction to Bidders.....	II
Bid Form.....	III
Bonds.....	IV
Insurance.....	V
Contract.....	VI
Project Manual, Specifications.....	VII
CDBG Requirements and Provisions.....	VIII

ITEM I

ADVERTISEMENT FOR BIDS

Sealed bids will be received by THE BOYS AND GIRLS CLUB OF SOUTH ALABAMA 1102 Government Street, Mobile, AL, until **10:00 a.m. local time, OCTOBER 23, 2019**, and then publicly opened for furnishing all labor and materials, and performing all work required by Owner and described as follows:

**Project: SONNY CALLAHAN BOYS & GIRLS CLUB PARKING LOT
IMPROVEMENTS
6585 CAROL PLANTATION ROAD, THEODORE, AL 36582
Project No. MCD3-PF-17-002**

Project includes: Grading, Drainage, and Paving the existing Parking Lot.

Twenty (20) calendar days are allowed for the completion of this project.

All bids must be on blank forms provided in the Specifications and submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to THE BOYS AND GIRLS CLUB OF SOUTH ALABAMA for an amount not less than five percent (5%) of the amount bid, shall be filed with the proposal, the Bidder's Bond being prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A Performance Bond in the form and terms approved by the Owner in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in form and terms approved by the Owner in an amount not less than the contract price, insuring payment for all labor and materials, shall also be required at the signing of the contract. In addition, the Contractor must furnish to the Owner at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

Funding for this project has been provided by the U.S. Department of Housing and Urban Development, Community Development Block Grant program, and all applicable Federal requirements must be met.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the Contract.

Specifications are on file and may be seen at the office of THE BOYS AND GIRLS CLUB OF SOUTH ALABAMA 6585 CAROL PLANTATION ROAD, THEODORE, AL 36582 **and at the offices of DRIVEN ENGINEERING, INC., 8005 MORRIS HILL ROAD, SEMMES, AL**

36575. Specifications may be obtained at the **offices of DRIVEN ENGINEERING, INC., 8005 MORRIS HILL ROAD, SEMMES, AL 36575** by depositing **\$100** for each set. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening for up to two (2) sets. The cost of and return of additional sets of Specifications shall be in accordance with Section 39-2-3 in the Code of Alabama 1975. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

All prospective bidders shall have a representative present at a **mandatory Pre-bid Conference** that will be held at the project site, 10:00 AM **local time, September 30, 2019**, at **6585 CAROL PLANTATION ROAD, THEODORE, AL 36582**. All contractors not having a representative at this meeting will be disqualified from bidding on this project.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly licensed and qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama.

Prior to the award of a competitively bid contract to a Contractor having one or more employees in the State of Alabama, Alabama law requires that the Contractor provide the Owner proof of enrollment in E-Verify (see www.uscis.gov/everify) and to execute a certificate of compliance with the Beason-Hammon Alabama Taxpayer And Citizen Protection Act (Act 2011-535), as amended by Act 2012-491.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the Owner,

The Boys and Girls Club of South Alabama

BY: Tim Wills, Chief Executive Officer

Publish:

SEPT 13, 2019

ITEM II

INVITATION AND INSTRUCTIONS TO BIDDERS

1.00 BID INVITATION

Notice is hereby given that THE BOYS AND GIRLS CLUB OF SOUTH ALABAMA, the "OWNER" will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.

1.01 PROJECT NAME: SONNY CALLAHAN BOYS & GIRLS CLUB PARKING LOT IMPROVEMENTS

PROJECT LOCATION: 6585 CAROL PLANTATION ROAD, THEODORE, AL 36582

PROJECT NUMBER: MCD3-PF-17-002

1.02 SUMMARY

Grading, Drainage, and Paving the existing Parking Lot as described in the Scope of Work, Specifications, and Construction Documents.

1.03 BID DEADLINE

Bids will be received until OCTOBER 23, 2019 10 AM local time, at THE BOYS AND GIRLS CLUB OF SOUTH ALABAMA, **1102 Government Street, MOBILE, AL 36582**, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

The project manual, specifications and plans for the SONNY CALLAHAN BOYS & GIRLS CLUB PARKING LOT IMPROVEMENTS are on file and may be seen at The Boys and Girls Club of South Alabama at 6585 Carol Plantation Road, Theodore, AL 36582. The Specifications may be obtained at the office of ENGINEER by depositing **\$100.00** dollars for each set. This deposit shall be refunded in full to each prime

CONTRACTOR Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening for up to two (2) sets. The cost of and return of additional sets of Specifications shall be in accordance with Section 39-2-3 in the code of Alabama 1975. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

1.05 INQUIRIES

Questions regarding this project should be directed to the office of Driven Engineering, Inc. 8005 Morris Hill Road, Semmes, AL 36575, Avalisha Fisher at (251-649-4011, lisha@drivenengineering.com), no later than three (3) business days prior to the bid opening.

1.06 SITE EXAMINATION

A **mandatory** Pre-bid conference will be held at the project site , at 10 AM SEPTEMBER 30, 2019 at **6585 Carol Plantation Road, Theodore, AL 36582**. All Contractors not having a representative at this meeting will be disqualified from bidding on this project.

The OWNER, will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents.

CONTRACTOR must be properly licensed to perform the work as outlined in the Scope of Work.

Where required by State Law, State Contractor's license is required.

1.07 BID SECURITY

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to the OWNER.

1.08 PERFORMANCE ASSURANCE AND INSURANCE

The bidder to whom award is made shall provide a Performance Bond equal to 100% of the contract amount and a Labor and Material Bond in form and terms approved by the OWNER in an amount not less than 100% of the contract amount. The accepted Bidder shall also provide insurance as required in section 1.20.

1.09 DURATION OF OFFER

Bids maybe withdrawn in written or telegraphic request received from bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the OWNER.

1.10 EQUAL OPPORTUNITY

The OWNER is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard.

1.11 BID SUBMISSION AND PREPARATION

Sealed Bids, signed, executed, and dated, will be received by the OWNER as noted in section 1.03 above.

Submit one copy of the executed offer on the Bid Form provided, signed, and with the required Bid Security. The Certification of Bidder Regarding Equal Employment Opportunity (Form 950.1), and Certification of Bidder Regarding Section 3 and Segregated Facilities (inclusive of the CONTRACTOR Section 3 Plan for bids equal to or exceeding \$10,000) must also be included with the submitted bid as required by the **CDBG Requirements and Provisions**. The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly identified on the outside as a **SEALED BID** with **SONNY CALLAHAN BOYS & GIRLS CLUB PARKING LOT IMPROVEMENTS, MCD3-PF-17-002, THE BOYS AND GIRLS CLUB OF**

**SOUTH ALABAMA,6585 Carol Plantation Road, Theodore, Al 36582,
BIDDER'S NAME AND ADDRESS, and BIDDER'S LICENSE NUMBER.**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions (i.e., continued occupancy during construction) , uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in.

Fill in all blanks on the bid form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.

The Bid Form may have a Contingency Allowance listed. Add this amount to the Base Bid to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the CONTRACTOR without the written authorization of the OWNER. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the OWNER.

Each bid must give the full business address of the bidder and must be signed by the bidder over their signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the OWNER, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same.

Alternate bids will not be considered unless requested.

1.12 BID INELIGIBILITY

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the OWNER. The OWNER may waive any irregularities and may reject any or all bids.

Bids received after the deadline will be returned to the bidder unopened.

1.13 CONTRACT TIME

The CONTRACTOR agrees to perform the work within the time stated in the Bid Form. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.

1.14 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction Documents are the Project Manual, Specifications, Drawing(s), Addenda, and all other related documents bearing the Project Title and Number.

Bidders shall use complete sets of Construction Documents in preparing their bids. The OWNER will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.

1.15 ADDENDA

All Addenda are part of the Contract Documents and will be issued to all plan

holders on record. Prospective bidders are to include all resultant costs in the Bid Form submittal. It is the responsibility of the bidder to verify that all addenda have been received.

1.16 BID ACCEPTANCE

Bid with lowest total bid amount from a responsive and responsible bidder may be accepted if within the Contract Budget. In the event that alternates are listed on the Bid Form, the lowest combination of total bid and alternate bids accepted by the OWNER shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

1.17 BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The OWNER reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

1.18 ERRORS IN BIDS

Bidders or their authorized agents are expected to examine the drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices, the unit price will govern.

1.19 CONTRACT OBLIGATIONS AND CONTRACT DOCUMENTS

Prior to the award of a competitively bid contract to a contractor having one or more employees in the State of Alabama, Alabama law requires that the contractor provide the OWNER proof of enrollment in E-Verify (see www.uscis.gov/everify). The contractor will need to comply with the

Alabama Immigration Law, Act 2011-535 (also referred to as the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act” or H.B. 658), as amended by Act No. 2012-491. In signing a contract the contracting will affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Prior to the award of the contract, the successful bidder must submit proof of enrollment in the System for Award Management. (see www.sam.gov)

The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

Contract Documents include the entirety of the Bid Form and Specifications, as well as Plans (as may be included).

1.20 INSURANCE REQUIREMENTS

CONTRACTOR, at its sole expense, shall obtain and maintain in full force the following insurance to protect the CONTRACTOR and OWNER at limits and coverages specified herein. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. The requirements shown for “large projects” are for those projects whose bid is greater than or equal to \$100,000. The requirements shown for “small projects” are for those with bids less than \$100,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to OWNER . Self-insured plans and/or group funds not

having an A.M. Best rating must be submitted to OWNER for prior approval.

NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE OWNER.

(a) Worker’s Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama
Part Two: Employers Liability

	<u>Large Project</u>	<u>Small Project</u>
Each Accident	\$1,000,000	\$100,000
Each Employee	\$1,000,000	\$100,000
Policy Limit	\$1,000,000	\$500,000

- i. U.S. Longshoreman & Harbor workers Act (USL&H)-
Required if contract involves work near a navigable Waterway that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act) - Endorsement required if contract involves the use of a Vessel or include coverage for “Master or Members or Crew” under “Protection and Indemnity” coverage (P&I).

	<u>Large Project</u>	<u>Small Project</u>
Bodily injury by accident (Each Accident)	\$1,000,000	\$500,000
Bodily injury by disease (Aggregate)	\$1,000,000	\$500,000

(b) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

<u>Large Project</u>	<u>Small Project</u>
----------------------	----------------------

Each Occurrence	\$1,000,000	\$300,000
Personal and Advertising Injury	\$1,000,000	\$300,000
Products/Completed Operation Aggregate	\$2,000,000	\$300,000
General Aggregate	\$2,000,000	\$300,000

- Coverage to include
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Products/Completed Operations
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage

- Products/Completed Operations to remain in effect for 24 months beyond completion and acceptance by OWNER of the project, whichever is later
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad
- The CONTRACTOR shall name the OWNER, its employees and agents as additional insured for claims arising out of the contractors and /or subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.
- Liability insurance as required by this contract to provide cross-liability coverage
- Aggregate limits to be on a "per project" basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of OWNER, the CONTRACTOR and Subcontractors. Limits to be the same as above Commercial

General Liability

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$500,000 each accident for the “small project” and \$1,000,000 each accident for the “large project”. The policy shall name the OWNER as an Additional Insured.

(d) Protection and Indemnity Insurance – Large Project – If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$1,000,000 per occurrence shall be maintained.

(e) Environmental Insurance – Large Project – If the contract includes any work involving environmental issues (i.e., identification, remediation, disposal). The OWNER to be named as Additional Insured.

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

(f) Property Insurance – Large Project

Builders Risk – The CONTRACTOR shall procure and maintain builders risk, or installation floater, covering the full replacement cost of the job. Any deductibles shall be paid by the CONTRACTOR.

Coverage shall be written on the “special” (all risk) coverage form including theft. The form shall include, but not be limited to, the perils of fire, (with extended coverage) theft, vandalism, malicious mischief, collapse, windstorm and testing. Flood insurance required if work is located in a Flood Zone.

The coverage shall be written in the name of the CONTRACTOR and the OWNER and subcontractors involved in the project. Any loss payable shall be to the interest of the CONTRACTOR and the OWNER as their interest may appear.

The coverage shall be maintained until final payment has been made or the CONTRACTOR no longer has an insurable interest in the property, whichever is later. Coverage shall not be impaired by the partial occupancy by the OWNER and the coverage shall be so endorsed.

Waiver of Subrogation

Policies specified in (a), (b), (f) and all other property policies of each contractor/subcontractor shall contain a Waiver of Subrogation Endorsement in favor of the OWNER.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the OWNER **PRIOR** to commencement of any work on the contract. All policies shall be endorsed by the issuing insurer to provide the OWNER thirty (30) days prior written notice of cancellation. The project number on which the CONTRACTOR is working must be included in the description section of the certificate.

1.21 COLLUSION

If there is any reason for believing that collusion exists among the bidders any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the OWNER.

1.22 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The CONTRACTOR shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or

interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the OWNER, and such written consent shall not be construed to relieve the CONTRACTOR of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the CONTRACTOR shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the CONTRACTOR and the CONTRACTOR will be responsible to the OWNER for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.23 PROSECUTION OF WORK

The CONTRACTOR shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

The CONTRACTOR shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the CONTRACTOR fail to maintain a satisfactory rate of progress, the Project Manager may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the CONTRACTOR fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

1.24 LIQUIDATED DAMAGES

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in the amount of actual damages to the OWNER, but in no event not less than \$100.00 per day.

1.25 RIGHT OF OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, the OWNER may serve written notice upon the CONTRACTOR and Surety (if applicable) of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the OWNER shall immediately serve notice thereof upon the Surety and the CONTRACTOR and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the OWNER may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the CONTRACTOR and the CONTRACTOR and its Surety shall be liable to the OWNER for any excess cost occasioned by the OWNER thereby, and in such event the OWNER may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the

work and necessary therefore.

FOR REFERENCE ONLY
NOT FOR BIDDING

ITEM III

CONTRACTORS MUST PURCHASE

Date: _____

Project Name: **Sonny Callahan Boys & Girls Club Parking Lot Improvements**

Project No: **MCD3-PF-17-002**

Project Location: **6585 Carol Plantation Road, Theodore, AL 36582**

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

Contractor shall insure that in the event artifacts or archaeological features are encountered during the project activities, work shall cease, and the Alabama Historical Commission office shall be contacted immediately at (334) 242-3184. Artifacts are objects made, used, or modified by humans. They include but are not excluded to arrowheads, broken pieces of pottery or glass, stone implements, metal fasteners or tools, etc. Archaeological features are stains in the soil that indicate disturbance by human activity. Some examples are post holes, building foundations, trash pits and even human burials.

Description	Quantity	Units
Unclassified (Cut) Excavation	1162	CYIP
Borrow (Raw Fill) Excavation	110	CYIP
Light Duty Pavement Buildup	1052	SYCIP
Concrete Pavement Area	27	SYCIP
Heavy Duty Pavement Area	1382	SYCIP
Clearing	1	LS
Erosion and Sediemnt Controls	1	LS
18" RCP	200	LIN FT
GRATE INLET	1	EACH
MODIFY EXISTING POND OUTLET STRUCTURE	1	LS
SOD ALL REMAINING DISTURBED AREAS AFTER CONSTRUCTION	1	LS
MOBILIZATION	1	LS
PAVEMENT STRIPING AND HC SIGNS	1	LS
Base Bid for the work shown on the plans		
Unclassified (Cut) Excavation	151	CYIP
Light Duty Pavement Buildup	153	SYCIP
Heavy Duty Pavement Area	296	SYCIP
Alternate Bid for the Eastern additional parking area		
Total Bid Including Alternate		

Each bid item must include the total cost to the OWNER including all materials, labor, and overhead.

The CONTRACTOR agrees to complete all the work within **Twenty (20)** calendar days from date given in the *Notice to Proceed (NTP)* unless other arrangements are approved by the OWNER.

Company_____

Company Representative (PRINT)_____

Company Representative (SIGNATURE)_____

Address_____

Phone No.:()_____FAX No.:()_____

Email_____Ala.Lic._____

ITEM IV

PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name & address of legal title of the Contractor)
_____ hereinafter called the Principal, and

(Insert here the name and address of legal title of one or more sureties)
_____ and
_____ and

_____ hereinafter called the Surety or Sureties, are held and firmly bound unto The Boys and Girls Club of South Alabama, a non-profit corporation in the State of Alabama, hereinafter called the OWNER in the sum of _____ Dollars

(\$ _____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a contract with the OWNER for project **MCD3-PF-17-002/Sonny Callahan Boys & Girls Club Parking Lot Improvements** which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the OWNER from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____(SEAL)

(Corporate Principal Sign Here)

ATTEST:

BY: _____

(Surety Sign Here)

WITNESS:

BY _____

COUNTERSIGNED:

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal, and
_____ as Surety, are held
and firmly bound unto said The Boys & Girls Club of South Alabama, a non-profit
corporation in the State of Alabama, hereinafter called the Obligee, in the penal sum of
_____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum and truly to be made, we
bind ourselves, our heirs, personal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated
_____ 20 _____, (Hereinafter called the Contract) for project
MCD3-PF-17-002/ Sonny Callahan Boys & Girls Club Parking Lot Improvements which
Contract and the Specifications for said work shall be deemed a part hereof as fully as if set
out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said
Principal and all subcontractors to whom any portion of the work in said contract is sublet
and all assignees of said Principal and of such subcontractors shall promptly make
payments to all persons supplying him or them with labor, materials, or supplies for or in the
prosecution of the work provided for in such Contract, or any amendment or extension of or
addition to said Contract, and for the payment of reasonable attorney's fees incurred by the
successful claimant or plaintiffs in suits or claims against the contractor arising out of or in
connection with the said contract, then the above obligation shall be void; otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and
limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in
the prosecution of the work provided for in said Contract shall have a direct right to action
against the Principal and Surety on this bond, which right of action shall be asserted in a
proceeding, instituted in the County in which the work provided for in said Contract is to
be performed or in any County in which said Principal or Surety does business. Such
right of action shall be asserted in a proceeding instituted in the name of the claimant or
claimants for his or their use and benefit against the Principal and Surety or either of
them (but not later than one year after the final settlement of said Contract falls due) in
which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____
_____ or his successor
or representative as the agent of each of them to receive and accept services of process or
other pleading issued, or filed in any proceeding instituted on this bond and hereby consent

that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

SIGNED, SEALED AND DELIVERED this _____ day of _____, _____.

(Individual Principals sign here)

_____(SEAL)

BY: _____(SEAL)

In the Presence Of:

Corporate Principal sign here

ATTEST:

BY: _____
Surety Sign Here

WITNESS:

BY: _____

ITEM V

CERTIFICATE OF CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS INSURANCE TO OWNER.

Date _____

This is to certify that the policies designated below have been issued by the _____ and are in force on the date borne by this certificate.

1. Location and designation of project:

2. Name and address of insured for whom this certificate is issued:

3. Type of insurance:

Limits of Liability

(a) Workmen's Compensation:

(policy number)	(exp. date)	(coverage) (one person)	(aggregate) (one accident)
-----------------	-------------	----------------------------	-------------------------------

(b) Contractor's Public Liability:

1. Bodily Injury:

(each person)	(each occurrence)	(total coverage)
---------------	-------------------	------------------

2. Property Damage:

(each accident)	(aggregate)
-----------------	-------------

(c) Automobile (Motor Vehicle):

1. Bodily Injury:

(Each Person)	(Each Occurrence)	(Total Coverage)
---------------	-------------------	------------------

2. Property Damage:

(Each Accident)	(Aggregate)
-----------------	-------------

(d) Owner's Protective Liability:

(Each Occurrence) (Bodily Injury)	(Each Occurrence) (Property Damage)
--------------------------------------	--

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above-designated policies, specimen copies of which have been filed with the OWNER and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said OWNER a certificate of insurance on a form approved for such purpose by said Commission, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said Commission to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said OWNER to which the policy applies.
3. That it will mail to the OWNER an executed copy of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said OWNER which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to

the OWNER at the same time that notice thereof is given to the insured.

4. That it will mail to the OWNER, at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the OWNER and the County.

Insurer

BY: _____

Authorized Representative

ITEM VI
CONTRACT

This **CONTRACT** is made this _____ day of _____, by and between the **Boys & Girls Club of South Alabama** (hereinafter "**OWNER**") and _____(hereinafter "**CONTRACTOR**"), on the PROJECT: **MCD3-PF-17-002/ Sonny Callahan Boys & Girls Club Parking Lot Improvements,**

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The contract consists of all of the items contained within this bid package.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within ten (10) days of the date specified in a *Notice to Proceed* (NTP) to be issued to the **CONTRACTOR** by the **OWNER**, or its authorized representative. The work shall be completed, subject to authorized adjustments, within **60** calendar days from and after the commencement date stipulated in said *Notice to Proceed*.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____
_____(\$ _____). The **CONTRACTOR** shall submit to the **OWNER**, on or before the 5th day of each month, an estimated total for work performed in the previous month. The **OWNER** will hold back 5% until 50% completion of the work. The **CONTRACTOR** shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) successive weeks. Proof of the publication of the notice shall be made by the

CONTRACTOR to the **OWNER** by affidavit of the publisher and a printed copy of the notice published. Final payment shall be made within thirty five (35) days after the completion of all of the following: acceptance by the **OWNER** of all required work, approval by the **OWNER** of a valid request for payment, submittal of all the required close-out documents, and publishing of all notices of completion. Partial payments shall be made within thirty five (35) days of the acceptance by the **OWNER** of the work and the amount due the **CONTRACTOR**.

5. The **CONTRACTOR** shall not commence work under this **CONTRACT** until it has purchased **INSURANCE** for protection from any and all claims that may arise out of or result from the **CONTRACTOR'S** operations under the **CONTRACT**. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described in Item II.

6. To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the **OWNER**, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the **WORK**.

7. Prior to the commencement of the work the **CONTRACTOR** shall thoroughly and completely inspect the premises, and agree to perform the **WORK** for the **CONTRACT SUM**.

8. The **CONTRACTOR** warrants to the **OWNER** that all materials furnished under this **CONTRACT** will be new, and that all work will be of a good quality, free from faults and defects and in conformance with the **CONTRACT DOCUMENTS**. All **WORK** not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the **OWNER**, the **CONTRACTOR** shall furnish satisfactory evidence as to the kind and quality of materials.

9. The **CONTRACTOR** shall promptly correct all **WORK rejected** by the **OWNER** as defective or failing to conform to the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall bear all costs of correcting such rejected **WORK**, regardless of

whether the **WORK** is fabricated, installed or completed.

10. The **CONTRACTOR** shall remove from the site all portions of the **WORK** which are defective or non-conforming and which have not been corrected, unless removal is waived by the **OWNER**.

11. If the **CONTRACTOR** fails to correct defective or nonconforming **WORK** within a reasonable time fixed by written notice from the **OWNER**, the **OWNER** may correct and the **CONTRACTOR** shall bear the cost of making good all work of the **OWNER** or separate contractors. **WRITTEN NOTICE** shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving the notice.

12. If the **OWNER** prefers to accept the defective or nonconforming **WORK**, the **OWNER** may do so instead of requiring its removal and correction, in which case a reduction in the **CONTRACT SUM** shall be effected whether or not final payment has been made. The reduction shall be equitable and appropriate.

13. If the **CONTRACTOR** fails to correct defective **WORK** as set forth above or persistently fails to carry out the **WORK** in accordance with the **CONTRACT DOCUMENTS**, or fails to supply enough properly trained workers or proper materials or disregards laws, ordinances, rules or regulations, the **OWNER**, by a written order signed by its authorized agent, may order the **CONTRACTOR** to stop the **WORK**. If the **CONTRACTOR** fails within the seven (7) days after receipt of written notice to commence corrective action, the **OWNER** may, after seven (7) days follow the receipt of an additional written notice, and without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and of all materials thereon, and may finish the work by whatever methods the **OWNER** finds expedient.

14. If, within one (1) year after acceptance of the **WORK** by the **OWNER**, or within such longer period of time as may be prescribed by law or by the terms of any

applicable special warranty required by the **CONTRACT DOCUMENT**, any of the **WORK** is found to be defective or not in conformity with the **CONTRACT DOCUMENTS**, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **OWNER** to do so unless the **OWNER** has previously given the **CONTRACTOR** a written acceptance of such condition. This obligation shall survive both final payment for the **WORK** and termination of the **CONTRACT**. The **OWNER** shall give such notice promptly after discovery of the condition.

15. If the **CONTRACTOR** is delayed at any time in the progress of the **WORK** by any act or neglect of the **OWNER**, any of its employees, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the **CONTRACTOR'S** control, the **CONTRACT** time shall be extended to such reasonable time as the **OWNER** may determine.

16. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **WORK**. The **CONTRACTOR** shall perform the **WORK** in a manner that allows the **OWNER** to the maximum extent possible to continue its daily operations on the premises.

17. The **CONTRACTOR** shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the **CONTRACTOR'S** operations. At the completion of the **WORK**, the **CONTRACTOR** shall remove all the **CONTRACTOR'S** waste materials and rubbish from and about the **PROJECT** as well as all the **CONTRACTOR'S** tools, construction equipment, machinery and surplus materials. If the **CONTRACTOR** fails to clean up at the completion of the **WORK**, the **OWNER** may do so and the cost thereof shall be charged to the **CONTRACTOR**.

18. The **CONTRACTOR** shall be responsible for liquidated damages due to non-completion of the work within the time limit agreed upon. Liquidated damages will be assessed in the amount of actual damages to the **OWNER**, but in no event shall be less than \$120.00 per day.

19. The duties and obligations imposed by the **CONTRACT DOCUMENTS** and the **RIGHTS AND REMEDIES** available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

20. Should either party to the **CONTRACT** suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees or agents, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

21. Upon completion of the work the **CONTRACTOR** shall provide to the **OWNER**, in addition to the proof of advertisement in Item 4 above, 1) a one year warranty from the **CONTRACTOR** on workmanship and materials used, 2) manufacturer's warranty on materials and equipment, 3) Operations and Maintenance manuals on equipment and equipment specifications, as applicable, 4) "as built" drawings, as applicable, 5) a Consent of Surety from the bonding company, and 6) a written waiver and release of liens documentation from the **CONTRACTOR**.

22. The **OWNER** and **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assign and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the **CONTRACT DOCUMENTS**. Neither party to the **CONTRACT** shall assign the **CONTRACT** or sublet it as a whole without the written consent of the other.

23. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting from the violation.

Source of Sufficient Funds

- Owner Funds
- Grant Funds
- Other Funds _____

Availability of Funds

- Above funds are held by Mobile County at contract execution
- Above funds will become available following contract execution

ATTEST:

OWNER

BY: Tim Wills
ITS: **Chief Executive Officer**

ATTEST:

(Name of Contractor)

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER:

STATE OF ALABAMA}
COUNTY OF MOBILE}

I, the undersigned authority in and for said State and County, hereby certify that Tim Wills, as Chief Executive Officer of THE BOYS AND GIRLS CLUB OF SOUTH ALABAMA and _____, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

STATE OF ALABAMA}
COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that _____, as _____ respectively, of _____, whose name is signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ITEM VII
SCOPE OF WORK

General: The construction of Sonny Callahan Boys & Girls club Parking Lot Improvements in accordance with the Construction Plans by the same name.

Construction specifics to be as stated within the Specifications, Construction Plans, and any other Contract Documents.

The following terms and conditions also apply to this project:

1. All work to be done in a neat and professional manner.
2. All applicable licenses or permit fees to be acquired and paid by CONTRACTOR.
3. CONTRACTOR to provide all necessary services and materials unless stated otherwise above.
4. CONTRACTOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
5. CONTRACTOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
6. The CONTRACTOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the CONTRACTOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the CONTRACTOR'S insurance.
7. Written change proposals shall be provided to the project manager by the CONTRACTOR for any modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved copy of the proposal prior to any change implementation.
8. All salvageable material remains property of the OWNER, and to be delivered by CONTRACTOR to the 6585 Carol Plantation Road, Theodore, AL 36582.

9. Specific Items of Work shall be completed in general conformance with the Alabama Department of Transportation Specifications for Highway Construction as referenced in the construction plans.

ITEM VIII
SPECIAL PROVISIONS

1. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be fully completed and executed when submitted.
2. Subcontracts: The bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this contract:
 - a. Must be acceptable to the Owner.
 - b. Must submit Form 950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity; and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

3. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes as well as provisions outlined in the HUD 4010.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

4. **Contract and Contract Documents**

The project to be constructed, and pursuant to this Contract, will be financed with assistance from the Community Development Block Grant Program and is subject to all applicable laws. The Plans, Specifications, Special Provisions, Supplemental General Conditions and Addenda, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

5. Definitions

The following terms as used in this contract are respectively defined as follows:

- a. "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

6. Inspection

The authorized representatives and agents of the County and the U.S. Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

7. Protection of Persons and Property

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his execution of the tasks outlined within the Contract Documents. At all times, the Contractor is expected to comply with applicable safety standard provisions as outlined herein.

8. Subcontracts

The Contractor will insert in any subcontracts the **Federal Labor Standards Provisions** (HUD 4010) contained herein at the Supplemental General Conditions and such other clauses as the Department of Housing and Urban Development may by instructions require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

9. Interest of Member of or Delegate to Congress

No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

10. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or

for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

11. Contractor's Records

The Contractor shall retain all books, documents, papers and records which are directly pertinent to this contract for **six years** after expiration of this contract unless permission to destroy them is granted by the Owner. Furthermore, the Owner, the U.S. Department of Housing and Urban Development, the Alabama Attorney General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any records of the Contractor directly pertinent to the contract, for the purpose of making audit, examination, excerpts and/or transcriptions.

12. Domestic Steel

As per Alabama Public Works Law, Code 39-3-4, any contractor for a public works project, financed by the State of Alabama or any political subdivision thereof, within this state shall use steel produced within the United States when specifications in the construction contract require the use of steel and do not limit its supply to a sole source under subsection (f) of section 39-2-2. If the procurement of the above-mentioned steel products becomes impractical as a result of a national emergency, national strike, or other cause, the awarding authority shall waive the above restriction. In the event the contractor violates the domestic steel requirements of subsection (a) and domestic steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

CERTIFICATE OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY
Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Name & Full Address of Bidder

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

3. Bidder has filed all compliance reports due (Date)_____under applicable instructions, including Monthly Employment Utilization Report (257).
 Yes No None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Signer (please type):

Signature

Date

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance

Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 BUSINESS CONCERN CERTIFICATION

Name of Business _____

Address of Business _____

Contact Person _____ Title _____

Telephone _____

IF APPLICABLE, MUST PROVIDE EVIDENCE OF SECTION 3 STATUS PRIOR TO CONTRACT AWARD

The bidder certifies that it is a Section 3 Business Concern based on:

____ Business is owned, at least 51% by Section 3 Residents:

Provide copy of resident lease, evidence of participation in a public assistance program, or signed Certification for Section 3 Resident (see Section 3 Resident Certification Eligibility for Preference)

Provide business license number _____

____ At least 30% of permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years:

Provide complete list of full-time employees

Provide signed Certification for Section 3 Residents

____ Commitment to subcontract 25% of the dollar awarded to qualified Section 3 Business Concerns. (Only applicable for Prime Contractors):

Provide list of subcontracted Section 3 Business(es) and subcontract amount

Provide documentation of Section 3 status for applicable businesses

I hereby certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

Authorized Signature

Date

Print

CERTIFICATION FOR SECTION 3 RESIDENT
(per 24 CFR §135-5)

I _____, (Print Name) am a resident of _____, (City, County, State) and qualify as a Section 3 Resident because I am a public housing resident **OR** because my household income does not exceed the income by family size as published below.

Name _____
 Telephone _____
 Address _____

2019 HOUSEHOLD INCOME BY FAMILY SIZE

Please mark an X within the correct box below that most clearly corresponds to your total household income from all sources for the past 12 months based on the number of persons in your household. (Example: a three person household with a total income of \$25,000 would be group 3-B).

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
A Extremely-Low Income (30%)	\$0 to \$12,750	\$0 to \$14,600	\$0 to \$16,400	\$0 to \$18,200	\$0 to \$19,700	\$0 to \$21,150	\$0 to \$22,600	\$0 to \$24,050
B Very Low Income (50%)	\$12,751 to \$21,250	\$14,601 to \$24,250	\$16,401 to \$27,300	\$18,201 to \$30,300	\$19,701 to \$32,750	\$21,151 to \$35,150	\$22,601 to \$37,600	\$24,051 to \$40,000
C Low Income (80%)	\$21,251 to \$33,950	\$24,251 to \$38,800	\$27,301 to \$43,650	\$30,301 to \$48,500	\$32,751 to \$52,400	\$35,151 to \$56,300	\$37,601 to \$60,150	\$40,001 to \$64,050

I hereby certify that the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature _____

Date _____

Print Name _____

CERTIFICATION OF BIDDER REGARDING
SECTION 3 AND SEGREGATED FACILITIES

(Name of Prime Contractor)

(Project Name and Project Number)

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained.

Name and Title of Signer (print)

Signature

Date

CONTRACTOR SECTION 3 PLAN FORMAT
(if bids equals or exceeds \$10,000)

_____ agrees to implement the
(Name of Contractor)

following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Mobile.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

*Loan, grants, contracts and subsidies for less than \$10,000 will be exempt.

- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

CONTRACTOR SECTION 3 PLAN FORMAT (continued)
PROPOSED SUBCONTRACTS BREAKDOWN – TABLE A

FOR THE PERIOD COVERING _____ THROUGH _____
 (Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OF PROFESSION)	TOTAL NUMBER OF CONTRACTS	ESTIMATED NUMBER TOTAL APPROXIMATE DOLLAR AMOUNT	CONTRACTS TO PROJECT AREA BUSINESSES	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

 (Company)

 (Project Name and Number)

 (EEO Officer – Signature)

 (Date)

CONTRACTOR SECTION 3 PLAN FORMAT (continued)
 ESTIMATED PROJECT WORKFORCE BREAKDOWN
 TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/SUPERVISORS				
PROFESSIONALS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMEN				
LABORER				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTAL				

*Lower Income Project Area Residents. Individuals residing within the City/County of Mobile whose family income does not exceed 80% of the median income of the SMSA

 Company

CERTIFICATION BY PROPOSED **SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor: _____
Project Number: _____

Instructions

This certification is required pursuant to Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

Name & Full Address of
Subcontractor

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

3. Subcontractor has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257).
 Yes No None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Signer (please type):

Signature

Date

CERTIFICATION OF PROPOSED **SUBCONTRACTOR** REGARDING
SECTION 3 AND SEGREGATED FACILITIES

(Name of Subcontractor)

(Project Name & Number)

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A Written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (print)

Signature

Date

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Number: _____ Date _____

Project Description: _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____ (Specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned CDBG Project, and that (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (our) employees beginning _____, 2019: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the Copeland "Anti-kickback" Act which he/she is to execute with (my) (our) full authority and approval until such time as (we) submit to the Mobile County Commission Grants Department (on behalf of the Owner) a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)

(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)

(Title)

(Signature)

(Title)

(Signature)

(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Copeland "Anti-kickback" Act. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.
- (2) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Name and Title of Signer (Print)

Signature

Date

SUPPLEMENTAL GENERAL CONDITIONS
Including Equal Opportunity Provisions

1. Federal Labor Standards Provisions
2. Special Equal Opportunity Provisions
3. Certification of Compliance with Air and Water Acts
4. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
5. Wage Rate Determination(s)

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

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages.

All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually

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

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

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

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

5. Compliance with Copeland Act requirements.

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

6. Subcontracts.

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

7. Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's

firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act.

The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety.

The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

2. Special Equal Opportunity Provisions

- A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (**applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under**).

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employer or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

- B. Executive Order 11246 (**contracts/subcontracts above \$10,000**)

1. Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment

under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
- f. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (**applicable to contract/subcontracts exceeding \$10,000**).

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

Goals for
Minority
Participation

25.9

Goals for
Female
Participation

6.9

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

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

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from the solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

3. Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- a. As used in these specifications:
- (1) “Covered area” means the geographical area described in the solicitation from which this Contract resulted.
 - (2) “Director” means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
 - (3) “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) “Minority” includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).
 - (d) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
 - (5) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
 - (6) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is

individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

- (7) The Contractor shall implement the specific affirmative action standards provided in paragraphs 10(a) through 10(p) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally—assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (8) Neither the provisions of any collective bargaining agreement, or the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (9) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (10) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community, organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason, therefore, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area, which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 10(b) above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in

meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and

evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (11) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (10(a) through (p)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 10(a) through (p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- (12) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- (13) The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- (14) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (15) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (16) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (17) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- (18) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-segregated Facilities (**over \$10,000**)

By the submission of this bid, the bidder, offer or, applicant or subcontractor certifies that s/he does not maintain or provide for

his/her employees any segregated facility at any of his/her establishments, and that he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offer or, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. S/he further agrees that (except where s/he has obtained identical certifications from proposed Subcontractors for specific time periods) s/he will obtain identical certification 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 s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).
*Parking lots, drinking foundations, recreation or entertainment areas.

D. Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR

135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements

3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.

G. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H. Section 402 Veterans of the Vietnam Era (if \$10,000 or over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause
6. This clause does not apply to the listing of employment openings, which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings, which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause:
 - a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and

mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings, which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

- b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.
 - d. "Openings which the Contractor proposes to fill pursuant to customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- 9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
 - 12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other

contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

- I. Age Discrimination Act of 1975

During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

3. **Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)**

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- A. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

4. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

- A. Lead—Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

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

- B. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervisions or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- C. Danger Signals and Safety Devices (modify as required)

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

5. Wage Rate Determination(s)

The applicable wage rate should be posted on the job site along with the posters, including the WH 1321; WH 1321 SPA; EEOC-P/E-1 and Supplement; and EEOC-P/E-1 and Supplement (Spanish). Current examples are provided herein; however, the contractor should utilize good quality posters in posting on the job site.

INSERT APPLICABLE WAGE DECISION HERE

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

- PREVAILING WAGES** You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
- OVERTIME** You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
- ENFORCEMENT** Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
- APPRENTICES** Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
- PROPER PAY** If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

**SALARIOS
PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

**PAGO
APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

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

“EEO is the Law” Poster Supplement

Employers Holding Federal Contracts or Subcontracts Section Revisions

The Executive Order 11246 section is revised as follows:

RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

PAY SECRECY

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

The Individuals with Disabilities section is revised as follows:

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

The Vietnam Era, Special Disabled Veterans section is revised as follows:

PROTECTED VETERANS

The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Mandatory Supplement to EEOC P/E-1 (Revised 11/09) “EEO is the Law” Poster:

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | www.dol.gov.

La Igualdad de Oportunidades en el Empleo es

LA LEY

Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

DISCAPACIDAD

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

EDAD

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

SEXO (SALARIOS)

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, estueros y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desordenes en los familiares (históricamente médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

INDIVIDUOS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referenda, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP) U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

Programas o actividades que reciban asistencia financiera federal

RAZA, COLOR, ORIGEN NACIONAL, SEXO

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

INDIVIDUOS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

“IOE es la Ley” Cartel Suplementario

Sección revisada de empleadores que mantienen contratos o subcontratos federales

La sección del Decreto Ejecutivo 11246 está revisada de la siguiente manera:

RAZA, COLOR, RELIGIÓN, SEXO, ORIENTACIÓN SEXUAL, IDENTIDAD DE GÉNERO, NACIONALIDAD

El Decreto Ejecutivo 11246, en su forma enmendada, prohíbe la discriminación en el empleo por motivo de raza, color, religión, sexo, orientación sexual, identidad de género o nacionalidad y requiere programas de acción afirmativa para asegurar la igualdad de oportunidades en todos los aspectos de empleo.

SECRETO DE PAGO

El Decreto Ejecutivo 11246, en su forma enmendada, protege a los solicitantes y empleados de la discriminación por motivo de investigar, revelar o discutir su compensación o la compensación de otros solicitantes y empleados.

La sección de Personas con Discapacidades está revisada de la siguiente manera:

PERSONAS CON DISCAPACIDADES

La sección 503 de la Ley de Rehabilitación de 1973, en su forma enmendada, protege a personas calificadas con discapacidades de la discriminación en la contratación, promoción, despido, pago, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

La discriminación por discapacidad incluye, el no realizar una adaptación razonable a las limitaciones físicas o mentales conocidas de un individuo calificado con discapacidad, ya sea un solicitante o empleado, salvo una carga excesiva para el empleador.

La sección 503 también requiere que los contratistas federales tomen acción afirmativa para contratar y ayudar a progresar a individuos calificados con discapacidades en todos los niveles de empleo, incluido el nivel ejecutivo.

La sección Veteranos con Discapacidades Especiales, de la Era de Vietnam está revisada de la siguiente manera:

VETERANOS PROTEGIDOS

La Ley de Asistencia de Reajuste de los Veteranos de la Era de Vietnam de 1974, en su forma enmendada, 38 USC 4212, prohíbe la discriminación laboral y requiere la acción afirmativa para reclutar, contratar, y progresar en el empleo, a favor de los veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años de la descarga o liberación del servicio activo), veteranos en servicio activo en tiempos de guerra, veteranos insignia de campaña y veteranos de las fuerzas armadas con medalla de servicio.

Suplemento Obligatorio para la CIOE P/E-1(Revisado el 11/09) “IOE es la Ley” Cartel.

Si usted cree que ha experimentado discriminación, contáctese con la OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | www.dol.gov.