

**CITY OF ABERDEEN  
ABERDEEN, MARYLAND  
DEPARTMENT OF PUBLIC WORKS  
BID NO. 17-01**

Bus Stop Pads

City of Aberdeen Bus Stop Improvements

**ADDENDUM NO. 1 – MARCH 31, 2017**

To the holders of specifications, the following additions, deletions and/or clarifications are hereby made a part of the contract documents. All other Items remain unchanged.

1. Please see and review the following pages regarding wage rate information/requirements regarding projects funded by federal dollars.

## Federal Requirements for Contractor

**STOP AND REVIEW FOR REQUIRED DOCUMENTS AND THE SUBMISSION SCHEDULE THAT NEED TO BE RETURNED TO HARFORD COUNTY.**

*The enclosed information and forms are required for federally funded project.*

**Prior to beginning work, all required forms, as indicated below, must be completed and submitted to:**

Chris Behles, Grants Specialist, Harford County Housing & Community Development  
15 S. Main Street Bel Air, Maryland 21014

Phone: 410-638-3045 x1835 Fax: 410-879-7148

e-mail at [cmbehles@harfordcountymd.gov](mailto:cmbehles@harfordcountymd.gov).

	<b>FORM</b>	<b>Completed by:</b>	<b>Due:</b>
1	Record of Pre-Construction Conference	Harford County	Prior to start
2	General Federal Provisions for Construction Contracts	Contractor	Prior to start
3	Federal Labor Standards Provisions	Reference only	Reference only
4	Notice to all Employees posting-English	<b>Post at work site</b>	During work
5	Notice to all Employees posting-Spanish (for posting)	<b>Post at work site</b>	During work
6	Notice to all Employees Poster-Employee Rights Under the Davis-Bacon Act-English	<b>Post at work site</b>	During work
7	Notice to all Employees Poster-Employee Rights Under the Davis-Bacon Act-Spanish	<b>Post at work site</b>	During work
8	Davis Bacon Wage rates	<b>Post at work site</b>	Reference only
9	Record of Employee Interview*	Harford County	During work
10	Equal Opportunity Agreement	Contractor	Prior to start
11	Certification of Compliance with Affirmative Action Requirements for Equal Employment Opportunity	Contractor	Prior to start
12	Certification of Non-Segregated Facilities	Contractor	Prior to start
13	Debarment Certification for Primary Contractor	Contractor	Prior to start
14	Debarment Certification for Subcontractors	Contractor	Prior to start
15	Minority/Women-Owned Business Enterprise Identification Statement	Contractor	Prior to start
16	Contractor/Subcontractor Agreement to comply with Section 3	Contractor	Prior to start
17	Report of Compliance with Section 3	Contractor	At end of project

18	Section 3 Business Certification	Contractor	At end of project
19	Subcontractor / Vendor Report	Contractor	At end of project
20	Statement of Compliance- Davis Bacon Wage Rates**	Contractor	Weekly Pay Periods
21	Example of Certified Payroll form**	Contractor	Weekly Pay Periods
22	Permissible Payroll Deductions	Contractor	Prior to start

*\*Harford County staff is required to conduct on-site interviews with employees to confirm compliance with Davis-Bacon wage rates*

*\*\*Davis-Bacon compliance requires workers be paid on a weekly basis and the certified payroll report to be submitted within 1 week of the payday.*

## RECORD OF PRE-CONSTRUCTION CONFERENCE

DATE: \_\_\_\_\_

NAME OF ASSOCIATION	ADDRESS <i>(Including Zip Code and Telephone)</i>
NAME OF CONSULTING ENGINEER (FIRM)	ADDRESS <i>(including Zip Code and Telephone)</i>
NAME OF CONTRACTOR (FIRM)	ADDRESS <i>(Including Zip Code and Telephone)</i>

**LOCATION OF CONFERENCE**

**SUBJECTS TO BE DISCUSSED**

1. Identification of Official Representatives of Association, Architect, Engineer and CDBG/HOME:

ASSOCIATION: \_\_\_\_\_ ARCHITECT/ENGINEER \_\_\_\_\_  
 HEADQUARTERS: \_\_\_\_\_ HEADQUARTERS: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ CDBG/HOME: \_\_\_\_\_  
 HEADQUARTERS: \_\_\_\_\_ HEADQUARTERS: \_\_\_\_\_

2. Responsibilities of Consulting Architect/Engineer: *(Does not "supervise" the contractors' employees, equipment or operations)*

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3. Responsibilities of Association's Governing Body: *(Actual contracting Organization)*

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4. Responsibilities of CDBG/HOME Representative: *(Must see that approval conditions are observed and represents the Government's interests)*

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5. Responsibilities of Contractor: *(Review contract terms.)*

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6. Responsibilities of Any Other Agency Contributing to the Project:

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7. General Discussion of Contract:

A. Alternative Specifications: *(Does everyone understand the alternatives applicable to the contract as awarded?)*

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B. Initiative Construction: *(Notice to Proceed.)*

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C. Completion Time for Contract: *(Does everyone understand contract requirements and method of computing?)*

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D. Liquidated Damages:

E. Requests for Extension of Contract Time:

F. Procedures for Making Partial Payments:

G. Guarantee on Completed Work: *(Materials, Installed Equipment, Workmanship, Etc.)*

H. Other Requirements of the Contract and Specifications which Deserve Special Discussions by All Parties.

8. Contractor's Schedule:

A. Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer to Plan His Operations:  
*(Consideration must be given to needs of Association and the planned operations of other contractors.)*

B. Equipment to be used by Contractor:

C. Contractor's Plans for Delivering Materials to Project Site: *(Protection and Storage of Materials )*

9. Sub-Contracts: *(Review and approval of proposed Sub-Contractors and their work schedules.)*

10. Status of Materials Furnished by Association:

A. Schedule for Future Deliveries:

B. Procedures to be adopted by Contractor in Accounting for and Storing Such Materials:

11. Change Orders: *(Detailed explanation of procedure to be followed and clearance that must be obtained before changes are implemented.)*

12. Staking of Work: *(Clearly define responsibilities of Architect/Engineer and Contractor.. Line and Grade must be furnished by Architect/Engineer.)*

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13. Project Inspection:

A. Functions of Consulting Architect/Engineer, including Records and Reports:

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B. Responsibilities of Owner:

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C. Responsibilities of CDBG/HOME Representative:

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D. Safety and Sanitary Regulations:

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14. Final Acceptance of Work: *(Include requirements for tests and cleanup of project site.)*

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15. Labor Requirements:

A. Equal Employment Opportunity Requirements:

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B. Davis-Bacon Act:

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C. Other Federal Requirements:

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D. State and Local Requirements:

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E. Union Agreements:

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F. Reports Required:

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16. Equal Employment Provisions of Contract:

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17. Rights-of-Way and Easements:

A. Explain any portion of Project not Available to Contractor:

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B. Contractors Responsibilities during Work Covered by Contract:

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C. Coordination with Railroads, Highway Departments and Other Organizations:

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18. Placement of Project Signs and Posters:

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19. Handling Disputes:

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**NOTED AND CONCURREC WITH**, but understood not to be a modification of any existing contracts or agreements:

(Signatures of Members of Governing Board of Association)

\_\_\_\_\_  
( DPW Representative)

\_\_\_\_\_  
(Contractor Representative)

\_\_\_\_\_  
(Contractor Representative)

\_\_\_\_\_  
(Consulting Architect/Engineer Representative)

\_\_\_\_\_  
(CDBG/HOME Representative)

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## GENERAL FEDERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

The following general federal provisions are a part of this Contract and do not require submittal of additional documentation, forms, reports, or certifications, except in unusual circumstances.

1. Interest of Members of Local Public Agency. No employee of Harford County (referred to herein as "the county"), who exercises any functions or responsibilities in connection with the approval or review in carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
2. Interest of Local Public Officials. No member of the governing body of Harford County, Maryland, and no other public official of the County who exercises any functions or responsibilities in the review or approval or the carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
3. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share in or part of this Contract or to any benefit to arise there from.
4. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein, or any other interest which would conflict with the performance of this Contract and covenants that no person having any such interest shall be employed.
5. Subcontracts and Other Contracts. The Contractor will certify that all contracts with applicants, recipients, subcontractors, and consultants contain the applicable federal requirements.
6. Access to Records. The County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
7. Retention of Records. All required records pertinent to this Contract shall be retained by the Contractor for 4 years after final payment is made. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 4-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 4-year period, whichever is later.
8. Accessibility. Every building or facility (other than a privately-owned residential structure) designed, constructed, or altered as a result of this Contract and made available through federal financial assistance, shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8 Subpart A, Section 8.4 of the Fair Housing Amendments Act of 1988, and Section 303 of the Americans with Disabilities Act of 1990.



9. Lead-Based Paint Requirement. The Contractor and all subcontractors, vendors, and consultants shall comply with 24 CFR 35: Prohibition of Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard, when applicable to projects or programs resulting from this Contract.
10. Clean Air and Water Pollution. The Contractor and all subcontractors, vendors, and consultants shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C.et.seq.) and the Federal Water Pollution Control Act (33 U.S.C.125 et.seq.), as amended, when applicable to projects or programs resulting from this Contract.
11. Energy Conservation. The Contractor and all subcontractors, vendors, and consultants shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 Stat. 871).
12. Eligibility of Contractor and Exclusion of Entities Debarred from Federally Funded Contracts. The Contractor certifies that neither the Contractor nor any person or firm who has an interest in the Contractor's firm is ineligible to be awarded contracts utilizing federal funds. The Contractor shall refrain from entering into any contract or contract modification with an applicant, recipient, contractor, subcontractor, vendor, or consultant debarred from contracts funded in whole or in part with federal funds or from participation in HUD programs.
13. Lobbying Certification. In accordance with the Housing and Community Development Act of 19974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the Contractor certifies that:
  - a. no federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 or a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract;
  - b. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any 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 contract, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction; and
  - c. the Contractor will require that this language will be included in the award of contracts to all subcontractors, suppliers, and vendors related to this contract.
14. Submittal of Certifications, Forms, and Reports. The Contractor must complete and if applicable, require all subcontractors to complete all certifications, forms and reports specified in this Contract in a manner acceptable to the County. Interim and/or final payments may be withheld by the County pending receipt and approval by the County of these certifications, forms, and reports.

15. Drug-Free Work Place. The Contractor will provide a drug-free work place by:
- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's work place and specifying actions that will be taken against employees for violation of such prohibition;
  - b. establishing an ongoing drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the work place;
    - (2) the County's policy of maintaining a drug-free work place;
    - (3) any drug counseling, rehabilitation, and employee assistance programs that may be available; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the work place;
  - c. making it a requirement that each employee be engaged in the performance of the scope of services be given a copy of the statement required in Item 15 a;
  - d. notifying the employee in the statement required by Item 15.a that, as a condition of employment under the scope of services, the employee will:
    - (1) abide by terms of the statement; and
    - (2) notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the work place no later than five (5) calendar days after such conviction;
  - e. notifying the County in writing, within ten (10) days after receiving notice under Item 15.d.2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contractor, employer, or subcontractor on whose activity the convicted employee was working, unless the County has designated a central point for the receipt of such notices;
  - f. taking one of the following actions, within thirty (30) calendar days of receiving notice under Item 15.d.2., with respect to any employee who is so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

- g. making a good faith effort to continue to maintain a drug-free work place through implementation of Items 15.a. through 15.f.

As part of the commitment to maintain a drug-free work place, the Contractor must insert in the following space the site(s) for the performance of work done in connection with this Contract.

Place of Performance \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Place of Performance \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

<i>ORGANIZATION NAME</i>	<i>PR/AWARD NUMBER OF PROJECT NAME</i>
<i>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</i>	
<i>SIGNATURE</i>	<i>DATE</i>

## 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 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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(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.





# Employee Rights

## Under the National Labor Relations Act

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The National Labor Relations Act (NLRA) guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity or to refrain from engaging in any of the above activity. Employees covered by the NLRA\* are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board (NLRB), the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

### **Under the NLRA, you have the right to:**

- Organize a union to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- Form, join or assist a union.
- Bargain collectively through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- Discuss your wages and benefits and other terms and conditions of employment or union organizing with your co-workers or a union.
- Take action with one or more co-workers to improve your working conditions by, among other means, raising work-related complaints directly with your employer or with a government agency, and seeking help from a union.
- Strike and picket, depending on the purpose or means of the strike or the picketing.
- Choose not to do any of these activities, including joining or remaining a member of a union.

### **Under the NLRA, it is illegal for your employer to:**

- Prohibit you from talking about or soliciting for a union during non-work time, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.

### **Under the NLRA, it is illegal for a union or for the union that represents you in bargaining with your employer to:**

- Threaten or coerce you in order to gain your support for the union.

- Question you about your union support or activities in a manner that discourages you from engaging in that activity.
- Fire, demote, or transfer you, or reduce your hours or change your shift, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- Threaten to close your workplace if workers choose a union to represent them.
- Promise or grant promotions, pay raises, or other benefits to discourage or encourage union support.
- Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace except under special circumstances.
- Spy on or videotape peaceful union activities and gatherings or pretend to do so.

- Refuse to process a grievance because you have criticized union officials or because you are not a member of the union.
- Use or maintain discriminatory standards or procedures in making job referrals from a hiring hall.
- Cause or attempt to cause an employer to discriminate against you because of your union-related activity.
- Take adverse action against you because you have not joined or do not support the union.

**If you and your co-workers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.**

**Illegal conduct will not be permitted.** If you believe your rights or the rights of others have been violated, you should contact the NLRB promptly to protect your rights, generally within six months of the unlawful activity. You may inquire about possible violations without your employer or anyone else being informed of the inquiry. Charges may be filed by any person and need not be filed by the employee directly affected by the violation. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits, and may order an employer or union to cease violating the law. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's Web site: <http://www.nlrb.gov>.

You can also contact the NLRB by calling toll-free: **1-866-667-NLRB (6572)** or **(TTY) 1-866-315-NLRB (1-866-315-6572)** for hearing impaired.

If you do not speak or understand English well, you may obtain a translation of this notice from the NLRB's Web site or by calling the toll-free numbers listed above.

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\*The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employees, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employees of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).

**This is an official Government Notice and must not be defaced by anyone.**



# Derechos de los Empleados

## Conforme a la Ley Nacional de Relaciones del Trabajo

La Ley Nacional de Relaciones del Trabajo (National Labor Relations Act; NLRA) garantiza el derecho de los empleados a organizarse y negociar colectivamente con sus empleadores, y a participar en otras actividades concertadas protegidas o abstenerse de tomar parte en cualquiera de las actividades anteriores. Los empleados cubiertos por la NLRA\* están protegidos contra ciertos tipos de conductas inapropiadas por parte de los empleadores y sindicatos. Este aviso le brinda información general sobre sus derechos y sobre las obligaciones de los empleadores y sindicatos en virtud de la NLRA. Si tiene alguna pregunta acerca de los derechos específicos que se puedan aplicar a su lugar de trabajo, utilice la información indicada a continuación para contactarse con la Junta Nacional de Relaciones del Trabajo (National Labor Relations Board; NLRB), la agencia federal que investiga y resuelve quejas basadas en la NLRA.

### En virtud de la NLRA, usted tiene derecho a:

- Organizar un sindicato para negociar con su empleador respecto del salario, las horas de trabajo y otros términos y condiciones de empleo.
- Formar o unirse a un sindicato, o colaborar con este.
- Negociar colectivamente con su empleador, a través de los representantes elegidos por los empleados, los contratos que establezcan el salario, los beneficios, las horas de trabajo y otras condiciones de trabajo.
- Discutir el salario y los beneficios, y otros términos y condiciones de empleo; o la organización de un sindicato con sus compañeros de trabajo o un sindicato.
- Tomar medidas con uno o más compañeros de trabajo para mejorar sus condiciones de trabajo ocupándose de la presentación de quejas relacionadas con el trabajo directamente ante su empleador o un organismo gubernamental, entre otros, y procurar la ayuda de un sindicato.
- Participar en una huelga o piquete, según los fines o medios de la huelga o del piquete.
- Decidir no participar en ninguna de estas actividades, incluso unirse o seguir siendo miembro de un sindicato.

### En virtud de la NLRA, es ilegal que su empleador:

- Le prohíba hablar sobre o solicitar de parte de un sindicato durante las horas no laborales —antes o después del trabajo o durante las horas de descanso— o distribuir material del sindicato durante horarios no laborales fuera de las áreas de trabajo, como los estacionamientos o salas de descanso.

### En virtud de la NLRA, es ilegal que un sindicato o un sindicato que lo representa en las negociaciones con su empleador:

- Lo amenace o coaccione con el fin de obtener su apoyo al sindicato.

- Lo indague sobre su apoyo al sindicato o las actividades que lleva a cabo en relación con el sindicato a fin de desalentarlo a participar en dichas actividades.
- Lo despida, lo transfiera a una categoría inferior o traslade; reduzca las horas de trabajo o cambie su turno de trabajo; lleve a cabo alguna otra acción adversa contra usted o amenace con llevar a cabo cualquiera de estas acciones a causa de que usted se unió o apoyó a un sindicato o participó en una actividad concertada de asistencia o protección mutua, o decidió no participar en dicha actividad.
- Amenace con cerrar el lugar de trabajo si los empleados eligen un sindicato para que los represente.
- Prometa o conceda ascensos, incrementos salariales u otros beneficios a fin de disuadir o promover el apoyo a un sindicato.
- Le prohíba usar sombreros o gorras, botones, camisetas y broches del sindicato en el lugar de trabajo; excepto en circunstancias especiales.
- Espíe o grabe (en video) actividades y reuniones sindicales pacíficas, o simule hacerlo.

- Se niegue a procesar un agravio debido a que usted ha criticado a los dirigentes del sindicato o por no ser miembro del sindicato.
- Implemente u observe normas o procedimientos discriminatorios al realizar recomendaciones de una oficina de contratación.
- Procure o logre que un empleador lo discrimine debido a su actividad relacionada con un sindicato.
- Lleve a cabo una acción adversa contra usted debido a que no se ha unido o no apoya al sindicato.

Si usted y sus compañeros de trabajo seleccionan un sindicato a fin de que actúe como su representante en las negociaciones colectivas, el empleador y el sindicato tienen la obligación de negociar de buena fe en un verdadero esfuerzo para llegar a un acuerdo por escrito y vinculante, que establezca los términos y condiciones de empleo. El sindicato está obligado a representarlo de modo imparcial en la negociación y la aplicación del acuerdo.

**La conducta ilegal no será permitida.** Si usted cree que sus derechos o los derechos de los demás han sido violados, debe comunicarse con la NLRB rápidamente a fin de proteger sus derechos; por lo general, en el período de seis meses de haber tenido lugar la acción ilícita. Puede solicitar información sobre posibles infracciones sin que se informe a su empleador o a cualquier otra persona al respecto. Los cargos pueden ser presentados por cualquier persona y no necesariamente por el empleado afectado directamente por la infracción. La NLRB puede determinar que un empleador vuelva a contratar a un trabajador despedido en contravención de la ley, que pague los salarios y beneficios no percibidos, así como exigir a un empleador o sindicato que no continúen infringiendo la ley. Los empleados deben solicitar asistencia en la oficina regional de la NLRB más cercana, que se puede encontrar en la página web de la agencia: <http://www.nlrb.gov>.

También puede comunicarse con la NLRB, llamando al número gratuito: 1-866-667-NLRB (6572) o (TTY) 1-866-315-NLRB (1-866-315-6572) para las personas con discapacidad auditiva.

If you do not speak or understand English well, you may obtain a translation of this notice from the NLRB's Web site or by calling the toll-free numbers listed above.

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\*La Ley Nacional de Relaciones de Trabajo contempla a la mayoría de los empleadores del sector privado, con la exclusión de los empleados públicos, los trabajadores agrícolas y domésticos, los contratistas independientes, los trabajadores empleados por un padre o cónyuge, los empleados de las compañías aéreas y ferroviarias cubiertos por La Ley Laboral de Ferrocarriles (*Railway Labor Act*), y los supervisores (si bien pueden llegar a incluirse a los supervisores que han sido discriminados por rehusarse a infringir la NLRA).

**Este es un aviso oficial del gobierno y no se debe alterar o marcar.**

# 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

<b>PREVAILING WAGES</b>	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.
<b>OVERTIME</b>	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.
<b>ENFORCEMENT</b>	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.
<b>APPRENTICES</b>	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
<b>PROPER PAY</b>	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

CHRIS BEHLES  
HARFORD COUNTY HOUSING & COMMUNITY  
DEVELOPMENT  
15 S. Main Street Suite 106 Bel Air, MD 21014  
Phone: 410 638-3045 x1835  
Email: [cmbehles@harfordcountymd.gov](mailto:cmbehles@harfordcountymd.gov)

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**

# 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:

**CHRIS BEHLES**  
**HARFORD COUNTY HOUSING & COMMUNITY  
DEVELOPMENT**  
15 S. Main Street Suite 106 Bel Air, MD 21014  
Phone: 410 638-3045 x1835  
Email: [cmbehles@harfordcountymd.gov](mailto:cmbehles@harfordcountymd.gov)

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**

General Decision Number: MD170019 01/06/2017 MD19

Superseded General Decision Number: MD20160019

State: Maryland

Construction Type: Highway

Counties: Carroll, Cecil, Harford and Queen Anne's Counties in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/06/2017

SUMD2015-014 09/15/2015

	Rates	Fringes
CARPENTER.....	\$ 26.01	12.55
CEMENT MASON/CONCRETE FINISHER...	\$ 24.61	9.64
ELECTRICIAN.....	\$ 37.69	14.65
IRONWORKER, REINFORCING.....	\$ 27.05	17.31
IRONWORKER, STRUCTURAL.....	\$ 26.97	15.87
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 18.39	5.87
LABORER: Concrete Surfacers.....	\$ 20.99	5.87
LABORER: Grade Checker.....	\$ 19.11	16.35
LABORER: Luteman.....	\$ 21.75	5.87
LABORER: Mason Tender - Cement/Concrete.....	\$ 19.11	16.35
LABORER: Pipelayer.....	\$ 20.65	6.06

LABORER: Common or General, Includes Flagger.....	\$ 17.32	6.08
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 26.45	12.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 23.49	12.15
OPERATOR: Boom.....	\$ 23.49	12.15
OPERATOR: Broom/Sweeper.....	\$ 23.49	12.15
OPERATOR: Bulldozer.....	\$ 26.45	12.15
OPERATOR: Crane.....	\$ 30.30	15.30
OPERATOR: Distributor.....	\$ 23.24	1.88
OPERATOR: Gradall.....	\$ 27.45	12.15
OPERATOR: Loader.....	\$ 26.45	12.15
OPERATOR: Milling Machine.....	\$ 26.45	12.15
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 25.55	12.15
OPERATOR: Piledriver.....	\$ 26.01	12.55
OPERATOR: Roller.....	\$ 25.55	12.15
OPERATOR: Screed.....	\$ 21.99	3.56
PAINTER: Bridge.....	\$ 33.23	9.40
SCAFFOLD BUILDER.....	\$ 26.01	12.55
TRUCK DRIVER: Dump Truck.....	\$ 22.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 19.10	0.00
TRUCK DRIVER: TackTruck.....	\$ 22.94	7.87
TRUCK DRIVER: Water Truck.....	\$ 25.70	6.96

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons



resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION



# Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	
4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>					

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>

12a. Employee Signature	12b. Date
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13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview
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## Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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# Historial de Entrevista del Empleado

Departamento de Vivienda y Desarrollo Urbano de EE.UU.  
Oficina de Relaciones Laborales

Aprobación de OMB No. 2501-0009  
(exp. 10/31/2010)

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial.** La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativas, técnicas, y físicas apropiadas para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial.**

1a. Nombre del proyecto			2a. Nombre del empleado		
1b. Número del proyecto			2b. Número de teléfono del empleado (incluso prefijo local)		
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial del empleado y código postal		
			2d. ¿Verificación de identificación? Sí <input type="checkbox"/> No <input type="checkbox"/>		
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su último día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios? Vacaciones Sí <input type="checkbox"/> No <input type="checkbox"/> Médicos Sí <input type="checkbox"/> No <input type="checkbox"/> Pensión Sí <input type="checkbox"/> No <input type="checkbox"/>	4c. ¿Talónario de paga? Sí <input type="checkbox"/> No <input type="checkbox"/>

5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario

6. Sus deberes

7. Herramientas o equipo usado

8. ¿Es aprendiz?	S	N	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?	S	N
9. ¿Le pagan todas las horas trabajadas?	<input type="checkbox"/>	<input type="checkbox"/>	11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga?	<input type="checkbox"/>	<input type="checkbox"/>

12a. Firma del empleado	12b. Fecha
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13. Deberes observados por el entrevistador (Por favor sea específico.)

14. Comentarios

15a. Nombre del entrevistador (use letra de imprenta)	15b. Firma del entrevistador	15c. Fecha de la entrevista
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## Examinación de Nómina

16. Comentarios

17a. Firma del examinador de nómina	17b. Fecha
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## Instrucciones

### Generalidades:

Este formulario será utilizado por personal de HUD y agencias locales a fin de anotar toda información recopilada durante las entrevistas en sitio con obreros y mecánicos empleados en proyectos sujetos a requisitos de pago de salario vigente federal. Por lo general, el personal que efectúe entrevistas en sitio y use este formulario será personal de HUD e inspectores de construcción con comisión, personal de la Oficina de Relaciones Laborales de HUD, e inspectores de contratos de la agencia de normas laborales local.

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de de la información recopilada durante las entrevistas es trascendental.

Tenga en cuenta que tanto la entrevista misma y la información recopilada en el formulario HUD-11 se consideran ser de carácter confidencial. Las entrevistas se deberán efectuar en forma individual y en privado. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben ser puestos a disposición para las entrevistas a petición del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas serán conducidas en una manera y lugar que sean conducentes a los objetivos de la entrevista y ocasionen el menor inconveniente al patrón(nes) y empleado(s).

### Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

Líneas 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, y su dirección residencial. Muchos trabajadores de construcción usan una dirección temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede enviar correspondencia. Si puede, obtenga una dirección más permanente. Pida al empleado algún tipo de identificación (por ej., licencia de conducir) para verificar su nombre.

Líneas 3a – 4c: Anote las respuestas del empleado. Pregunte a los empleados si tienen un talonario de paga con ellos; si no, determine si el talonario de paga concuerda con la información provista por el empleado.

Líneas 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación de trabajo (#5) debe identificar el tipo de oficio que desempeña (por ej., carpintero, electricista, plomero) – respuestas tales como “jornalero” o “mecánico” no ayudan para nuestros propósitos.

Líneas 8 – 12b: Auto explicatorio

Líneas 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante una entrevista en sitio. Por favor sea específico en cuanto a los deberes que según su observación desempeñó el empleado. Quizás sea más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor anote cualquier comentario que pueda ser de importancia. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores tenía el equipo? ¿Se mostraba el empleado evasivo?

El nivel de precisión garantizado está directamente relacionado al grado que la(s) entrevista(s) u otras observaciones pueden indicar que existen posibles violaciones. Si las entrevistas indican que puede haber paga de salario insuficiente relacionado a algún particular oficio (s), se recomienda al entrevistador conducir entrevistas con tantos trabajadores en ese oficio(s) estén disponibles.

Líneas 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser examinada para conformidad general. Por ejemplo, ¿está la clasificación de trabajo y el salario declarado por el empleado compatible con las clasificaciones y tasas de salario en la decisión de salario aplicable? ¿Concuerdan los deberes observados por el entrevistador con la clasificación de trabajo?

Una vez se reciben los informes de nómina certificados correspondientes, se hará una comparación de la información anotada en el formulario HUD-11 con los informes de nómina. Cualquier discrepancia entre la información del formulario HUD-11 y la del informe de nómina será anotada en la línea 16, Comentarios. Si se hacen observaciones de discrepancias se deberán tomar pasos de seguimiento para resolver las discrepancias.

# UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between \_\_\_\_\_ (herein called "Recipient" whether one or more) and Harford County Government, an entitlement jurisdiction for U.S. Department of Housing and Urban Development funds, pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by Harford County Government to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

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

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

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, 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 Harford County Government, advising the said labor union or workers' representative of the contractor's commitments under this agreement 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, rules, regulations, and orders of the Secretary of Labor.

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

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The Valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by Law.

(g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as Harford County Government may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of Harford County Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentally or subdivision of such government which does not participate in work on or under the contract.

3. To notify all prospective contractors to file the required 'Compliance Statement', Exhibit C, with their bids.

4. Instructions to Contractors will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontracts with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish to Harford County Government and the Secretary such information such as, but not limited to, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report for the supervision of such compliance, and that it will otherwise assist Harford County Government in the discharge of USDA's primary responsibility for securing compliance.

6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as imposed upon contracts and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.

7. That if the recipient fails or refuses to comply with these undertakings, Harford County Government may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of further compliance has been received from such organization, and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

CORPORATE SEAL

\_\_\_\_\_  
Name of Corporate Recipient

Attest:

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President



# CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

(General Contractor submit as part of Contract. Subcontractors submit before work begins.)

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

Project: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Officer  
of Owner of Company: \_\_\_\_\_

Printed Name and  
Title of Signatory Above: \_\_\_\_\_

*Check YES or NO whether the following statement applies to this company. If YES, complete the remainder of this form. If NO, do not answer the remaining questions.*

The company has more than 50 employees AND has or is bidding for a contract or purchase order amounting to \$50,000 or more for the project designated above. \_\_\_\_\_ YES \_\_\_\_\_ NO

.....  
*Executive Order 11246 and 41 CFR part 60 require that certain companies involved in federally assisted construction projects develop and keep on file at each of their establishments an Affirmative Action Plan for achieving equal employment opportunity. Progress reports on utilization of minorities are to be completed annually on or before March 31. Previously, the reports were to be submitted to the Equal Employment Opportunity Commission or the administering agency within 30 days after the award of the contract or subcontract unless such a report was previously filed within 12 months preceding the date of the award. The requirement now is that these progress reports be kept on file at the company. Bidders and subcontractors who meet the criteria above must also answer the following questions in writing.*

The company has developed and has on file at each establishment affirmative action programs as required by 41 CFR part 60. \_\_\_\_\_ YES \_\_\_\_\_ NO

The company has participated in a previous contract or subcontract subject to the equal opportunity clause requirements for affirmative action programs. \_\_\_\_\_ YES \_\_\_\_\_ NO

The company has filed all reports as required by 41 CFR part 60. \_\_\_\_\_ YES \_\_\_\_\_ NO  
\_\_\_\_\_ NOT APPLICABLE

## CERTIFICATION OF NONSEGREGATED FACILITIES

(General Contractor submit as part of Contract. Subcontractors submit before beginning work on the project.)

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

Project: \_\_\_\_\_ Date: \_\_\_\_\_

Is Company: \_\_\_\_\_ General Contractor or \_\_\_\_\_ Subcontractor on this project? (Check one)

*As used in this certification, the term "segregated facilities" means any waiting room, work area, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that 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.*

The Contractor certifies that no segregated facilities are or will be maintained or provided for the Contractor's employees at any of the Contractor's establishments, and that the Contractor's employees do not and will not be permitted to perform their services at any location under the Contractor's control where segregated facilities are maintained.

The Contractor further agrees (except if the Contractor has obtained identical certifications from proposed Subcontractors for specific time periods) that, prior to entering into subcontracts that exceed \$10,000 and are not exempt from the Equal Opportunity Clause, the Contractor will

- (1) Obtain identical certifications from proposed Subcontractors;
- (2) Retain the certification in its files; and
- (3) Forward the following notice to proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

"Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities: A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the provisions of the Equal Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually)."

The Contractor agrees that a breach of this certification or a breach of a Subcontractor's identical certification is a violation of the Equal Opportunity Clause in the Contract. The penalty for making false statement in these certifications is prescribed in 18 U.S.C. 1001.

Signature of Officer  
or Owner of Company: \_\_\_\_\_

Printed Name and  
Title of Signatory Above: \_\_\_\_\_  
\_\_\_\_\_

**U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**  
**Certification Regarding Debarment, Suspension, and Other**  
**Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Harford County Department of Community Services.

*(Before completing certification, read instructions on reverse.)*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three year period proceeding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<i>ORGANIZATION NAME</i>	<i>PR/AWARD NUMBER OF PROJECT NAME</i>
<i>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</i>	
<i>SIGNATURE</i>	<i>DATE</i>

## *INSTRUCTIONS FOR CERTIFICATION*

1. By signing and submitted this form, the prospective primary participant is providing the certification set out on the reverse sign in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in a denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitted this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIBILITY  
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON  
REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Organization Name

PR/Award Number of Project Name

---

Name(s) and Titles(s) of Authorized Representative(s)

---

---

Signature(s)

Date

---

## Instructions for Certification

1. By signing and submitted this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later than determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions", "debarred", "suspended", "ineligible", "lower tier covered by transactions", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitted this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitted this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE IDENTIFICATION STATEMENT

If applicable, this form is to be submitted by General Contractor, Consultant, or Service Provider as part of Contract or Agreement, and by Subcontractors before they begin work.

Name of Company/Organization: \_\_\_\_\_

Address of Company/Organization: \_\_\_\_\_

Telephone: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

Project: \_\_\_\_\_

1. Indicate if (on this project) you are a
  - \_\_\_\_\_ General Contractor
  - \_\_\_\_\_ Subcontractor (Specify trade or service: \_\_\_\_\_)
  - \_\_\_\_\_ Supplier/vendor (Specify product or service: \_\_\_\_\_)
  
2. When was the company/organization established? \_\_\_\_\_
  
3. State the name of each owner of the enterprise, the minority group to which he/she belongs (if applicable), his/her percentage of ownership, and his/her type of investment.

Name	Minority Group*(if applicable)	Percent Ownership	Type of Investment: (Check all the apply)				None
			Finan- cial	Equip- ment	Manage- ment	Labor	

\*Female, African American, Hispanic, Native American, Asian/Pacific Islander. Eskimo/Aleut

4. The above percentages of ownership have existed since \_\_\_\_\_.
5. Does any owner of your enterprise who is not a minority group member also have an ownership interest in any other firm working on this project? \_\_\_\_\_ Yes \_\_\_\_\_ No (*If yes, state below the name of each such owner and the names of the firms in which such ownership interests exists.*)
6. Has your enterprise entered into any agreement with any of the firms named in Question #5? \_\_\_\_\_ Yes \_\_\_\_\_ No (*If yes, describe such agreements below.*)
7. Are any of the minority owners listed in Question #3 or any minority group member officers of your business a former or current employee of any other firm working on the project? \_\_\_\_\_ Yes \_\_\_\_\_ No (*If yes, state the name(s) of the individuals(s), name(s) of the employer(s), date(s) of employment with the other firm(s), and the responsibilities in such employment.*)
8. Has your enterprise subcontracted out to another firm any work to be performed on this project? \_\_\_\_\_ Yes \_\_\_\_\_ No (*If yes, state the percentage of worked subcontracted and the nature of such work.*)

I certify that the foregoing information is correct and complete.

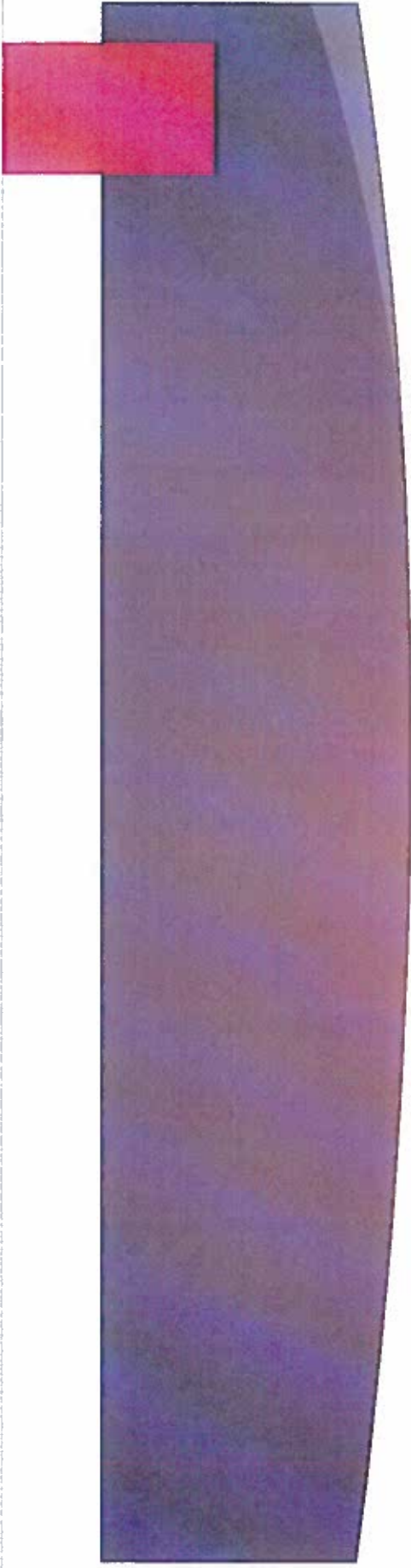
\_\_\_\_\_  
Printed or Typed Name of Owner or Officer

\_\_\_\_\_  
Signature of Owner or Officer

\_\_\_\_\_  
Title of Owner or Officer Above

\_\_\_\_\_  
Date





# MBE Contractor and Subcontractor Rights and Responsibilities



GOVERNOR'S OFFICE OF  
MINORITY AFFAIRS

## *MBE Prime Contractor* **RIGHTS**

**MBE prime contractors have the same rights as all other prime contractors.**

- ▶ May request and receive information to help develop competitive bid or proposal through a Public Information Act (PIA) request
- ▶ Are entitled to receive fair and equal treatment during the procurement process
- ▶ May submit written questions to and receive a written response from State agency
  - ▶ May ask State agency how MBE goals and subgoals were set

## *MBE Prime Contractor* **RIGHTS** (continued)

- ▶ During contract term:
  - ▶ May ask to add MBEs, but not at the expense of originally-named MBEs
  - ▶ May ask to remove MBEs, but must demonstrate good cause
  - ▶ Any additions, removals or other changes to original MBE participation commitments must be approved in writing by the State agency
- ▶ For contracts awarded after June 9, 2014, an MBE prime contractor may self-perform up to 50% of the overall MBE contract goal and up to 100% of any one MBE contract subgoal, provided that the certified MBE prime contractor is properly identified on the MBE participation schedule and the firm is NAICS code-certified to do the work
  - ▶ Intended to help MBEs grow their capabilities and build capacity

# MBE Prime Contractor RESPONSIBILITIES

- ▶ Learn enough about the procurement process to compete effectively:
  - ▶ How does the process work?
  - ▶ Who are the decision makers?
  - ▶ What are they buying and when are they buying it?
  - ▶ Who is your competition?
  - ▶ What other information do you need to compete effectively?
- ▶ Raise any technical or MBE-related concerns with the procurement officer **BEFORE** the submission deadline

NOTE: As of May 13, 2013, all contracts with MBE subcontracting requirements include an MBE liquidated damages clause.



## *MBE Prime Contractor* **RESPONSIBILITIES** (continued)

- ▶ Make sure MBE commitments are clearly, completely and accurately state on the MBE forms
- ▶ Use named MBE subcontractors as promised
- ▶ Comply with monthly MBE reporting requirements and ensure that MBE subcontractors do so as well
- ▶ Meet all deliverables on time
- ▶ Keep good records to document your technical and MBE subcontracting performance

## *MBE Subcontractor* **RIGHTS**

- ▶ The prime contractor must:
  - ▶ Provide MBE subcontractors with enough time (10 days before the bid/proposal is due) and information to submit a qualified, competitive quote
  - ▶ Provide MBE subcontractors with no less than the same information and amount of time to respond as any other potential subcontractor
  - ▶ Obtain the MBEs authorization to list the MBE subcontractor on a bid or proposal
  - ▶ Notify the MBE subcontractor before execution of the contract on which the firm has been listed as an MBE subcontractor

# MBE Subcontractor RIGHTS

(continued)

- ▶ MBE subcontractors are entitled to:
- ▶ Receive prompt payment from the prime contractor for undisputed work completed successfully
- ▶ Be treated fairly and without fear of harassment or intimidation
- ▶ Contact the contract owner directly when appropriate (project manager, procurement officer, MBE Liaison)

**Maryland has a statute in place to protect MBEs against fraud. Notify the State if you have first-hand knowledge of fraudulent MBE-related activity.**  
**Fraud Hotline: 410-767-3582**

## *MBE Subcontractor* **RESPONSIBILITIES**

- ▶ Carefully review all forms and agreements before signing
- ▶ Understand what prime and State are expecting
- ▶ Keep copies of all documents
- ▶ Never sign a blank form presented by a prime contractor; all documents should be completed before you sign
- ▶ Keep good records/documentation
- ▶ Complete and submit monthly MBE payment forms and other required State submissions on time
- ▶ Deliver the goods and/or services as promised
- ▶ Get advance written confirmation of requests for additional work



# *MBE Subcontractor* **RESPONSIBILITIES** (continued)



MDOT's Office of Minority Business Enterprise (OMBE)  
is the State's official certification agency.

- ▶ Renew MBE certification annually
- ▶ Notify OMBE of any changes in your business status
- ▶ Request additional NAICS codes when you add additional products or services
- ▶ Review your listing in the online MBE directory to ensure accuracy



## *What To Do* **If Things Go Wrong On The Job**

- ▶ Document the problem in writing with as much detail as possible
- ▶ Promptly notify all parties who are in a position to take action on your behalf, including the State agency's MBE Liaison
- ▶ Other resources:
  - ▶ GOMA
  - ▶ Commission on Civil Rights
  - ▶ MDOT Certification Unit
  - ▶ Fraud Hotline
  - ▶ Court System
  - ▶ Bonding Company
- ▶ Be reasonably patient, but escalate if necessary

# Resources

Code of Maryland Regulations (COMAR)  
[www.dsd.state.md.us/comar](http://www.dsd.state.md.us/comar)

- ▶ MBE Program: Search 21.11.03
- ▶ SBR Program: Search 21.11.01.06

Governor's Office of Minority Affairs (410-767-8232)  
[www.goma.maryland.gov](http://www.goma.maryland.gov)

- ▶ MBE Liaison's listing
- ▶ MBE & SBR reports
- ▶ Legislation and Policy

MDOT's Office of Minority Business Enterprise (410-865-1269)  
[www.mdot.maryland.gov](http://www.mdot.maryland.gov) (Minority/Disadvantaged Business Enterprise)

- ▶ Certification/certification renewal
- ▶ NAICS code expansion of services
- ▶ MBE online directory listing

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## Inside GOMA

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## Events

[Calendar](#)

# Minority Business Enterprise (MBE) Program

## Overview

In 1978, Maryland's General Assembly enacted legislation creating the Minority Business Enterprise (MBE) Program to ensure that socially- and economically-disadvantaged small business owners are included in the State's procurement and contracting opportunities. Current MBE regulations direct 70 participating State agencies to make every effort to award an overall minimum goal of 29% of the total dollar value of their procurement contracts directly (prime contractors) or indirectly (subcontractors) to certified MBE firms during fiscal years 2014 and 2015.

The participating agencies and departments examine their procurements and set specific minority participation goals on a contract-by-contract basis. Procedures are followed to assure that an award of

a contract is not made until a prime contractor has met the established MBE goal(s) by subcontracting with a certified small, minority- or women-owned firm(s), or has demonstrated a good faith effort to meet those goal(s).

After a contract has been awarded, MBE participation is closely monitored. Monitoring includes a review of the subcontract financial transactions and visits to the job-site to verify actual work being performed by the MBE firm. Each agency staffs an **MBE Liaison** whose role includes serving as an advocate for MBEs actively working on contracts within that agency.

Administration of the MBE Program lies with the Governor's Office of Minority Affairs which serves in an advisory capacity to the Governor on key MBE issues and works directly with State agencies regarding compliance and reporting.

The Governor's Office of Minority Affairs is also the primary advocate for certified MBEs and the small, minority- and women-owned business community at large.

Maryland's MBE Program is well-recognized as a national model for minority inclusion in State procurement and contracting.

## MBE Program Links

- [Overview](#)
- [Certification](#)
- [Getting Connected](#)
- [MBE Liaisons](#)
- [Agency Procurement Contacts](#)
- [Suspected Abuse of the MBE Program](#)
- [Events](#)
-  [MBE Contractor and Subcontractor Rights and Responsibilities](#)
-  [Maryland MBE & DBE Manual](#)
-  [Maryland DBE Manual](#)

## Reports

-  [FY2014 Statistical Report](#)
-  [FY2013 Annual Report](#)
-  [FY2012 Annual Report](#)

**[CLICK HERE](#)**  
**to view our Pathway to**  
**Procurement Video**

# MBE DIRECTORY

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Company Name

Address

City/State/Zip

City/County/State

Company Name

Address

City/State/Zip

## **Targeted Literary Resources - African American Newspapers**

**MARYLAND**  
**Afro-American**  
Baltimore, MD

**African American Times**

afriam@aol.com Baltimore Afro-American 2519 N. Charles Street; Baltimore, MD;  
Phone: 410-554-8200, Fax: 410-554-8213.

**The Baltimore Times**

2513 N. Charles Street, Baltimore, MD; Phone: 410-366-3900; Fax 410-243-1627.

**Black Times**

blacktimes@aol.com

**The Montgomery Times**

motimes@aol.com Post Office Box 7582, Silver Spring, MD; (301) 493-4154.

**The Prince George's Times**

motimes@aol.com

Resources updated August 2015



## SECTION 3 OVERVIEW

### FOR RECIPIENTS OF HUD HOUSING & COMMUNITY DEVELOPMENT FUNDING

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#### Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects that build and rehabilitate housing; improve roads and community centers; and help families achieve the American Dream.

The Section 3 regulation acknowledges that HUD funding typically results in projects/activities that generate new contracting, employment, and other economic opportunities that not only impact bricks and mortar, but also create a multiplier effect for local housing providers and businesses that provide goods and services.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD's policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons.

#### Applicability of Section 3 to Housing and Community Development Assistance

The requirements of Section 3 apply to recipients of HUD Housing and Community Development funding exceeding **\$200,000**.

Section 3 does not apply on a "per-project" basis, whenever any portion of HUD funding is invested into projects involving **housing construction, demolition, rehabilitation, or other public construction (i.e., roads, sewers, community centers, etc.)**, the requirements of Section 3 apply.

Further, contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

If the recipient agency receives Section 3 covered projects/activities, but no individual contract exceeds **\$100,000**, the requirements of Section 3 only apply to the recipient. Accordingly, the recipient must attempt to meet the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses.

**State and County agencies** that distribute covered funds to units of local government, nonprofit organizations, or other subrecipients, must attempt to reach the minimum numerical goals set forth at 24 CFR Part 135.30, regardless of the number of subrecipients that receive covered funding. The state or county must inform its subrecipients about the requirements of Section 3; assist them and their contractors with achieving compliance; and monitor their performance with respect to the objectives and requirements of Section 3.



## Some Types of Section 3 Covered Housing and Community Development Funding

- Community Development Block Grants (CDBG)
- Home Investment Partnership Assistance
- Housing Opportunities for Persons with Aids (HOPWA)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Emergency Shelter Grants
- Homeless Assistance
- University Partnership Grants
- Neighborhood Stimulus Program (NSP)
- Certain Grants Awarded Under HUD Notices of Funding Availability (NOFAs)
- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for the Disabled
- Project Based Section 8 Vouchers

**\*NOTE:** The requirements of Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 applies to the entire covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.

## Section 3 Covered Recipient Agencies

“Recipient” refers to any entity that receives Section 3 covered financial assistance directly from HUD or from another recipient and includes, but is not limited to any of the following:

- States; Units of Local Government; Native American Tribes; or other Public Bodies
- Public or Private Nonprofit Organizations
- Private Agencies or Institutions
- Mortgagees; Developers; Limited Dividend Sponsors; Builders; Property Owners; Community Housing Development Organizations
- Successors, assignees or transferees of any such entity listed above
- Recipients do NOT include any ultimate beneficiary under the HUD program that Section 3 applies (i.e., residents or laborers); and does NOT refer to contractors.

## What Triggers the Requirements of Section 3?

Each recipient of \$200,000 of covered HUD funding is required to comply with Section 3. Section 3 applies to all projects and activities involving housing construction, rehabilitation, or other public construction that is funded with covered HUD funding.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements have not been triggered.

### **Recipient Responsibilities Pursuant to Section 3**

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for **new** employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

### **Section 3 Residents and Business Concerns**

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local income criteria of low- or very low-income.

Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.

Recipients can use their discretion for determining the type of verification that is required by prospective Section 3 residents and business concerns. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

### **Section 3 Summary Reports (Form HUD-60002)**

Annually, each direct recipient of Housing and Community Development funding is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC.

Where the program providing Section 3 covered funding requires the submission of an annual performance report (e.g., CAPERs reports, etc.), form HUD-60002 shall be submitted at the time that the annual report is due.

The Section 3 Summary Report shall follow the same program, fiscal, or calendar year as the annual performance report and should correspond to the covered projects and activities that were administered during the reporting period.

If the recipient is not required to submit an annual performance report, the Section 3 report is due when other reports are submitted to HUD or at the end of each program, fiscal, or calendar year.

**NOTE: Section 3 reports must be submitted by all agencies that receive Housing and Community Development funding in excess of \$200,000 whether new employment, training, or contracting opportunities were created or not.**

### **Determining What Should Be Reported on Form HUD-60002**

Section 3 Annual Summary Reports are intended to measure each recipient's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of covered contractors, subcontractors, and subrecipients. Each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was [spent] by the recipient for covered projects/activities during the specified reporting period.
- The total number of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients) as a result of the completion of covered project/activities.
- The amount of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients), as a result of the completion of covered projects/activities, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).

- The total number of Section 3 residents that participated in training opportunities that were made available by the PHA, its contractors, subrecipients, or other local community resource agencies.
- The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with covered funding.
- The dollar amount of the recipient's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- Detailed narrative descriptions of the specific actions that were taken by the recipient (or its covered contractors, subcontractors, subrecipients, or others) to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

### **Form HUD-60002 and Section 3 Compliance Determinations**

Absent evidence to the contrary, the Department considers recipients of covered funding to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30<sup>1</sup>. Specifically:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

**Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so.** Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Recipients that submit Section 3 reports containing **all zeros**, without a sufficient explanation to justify their submission, are in **noncompliance** with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24.

Recipients that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD-60002 to HUD.

## Important Notes for Submitting Form HUD-60002

- Recipients must submit a separate form HUD-60002 for each type of covered funding (*e.g.*, separate reports must be submitted for CDBG and HOME funding).
- Use the online Section 3 Summary Reporting System at: [www.hud.gov/section3](http://www.hud.gov/section3) to ensure that form HUD- 60002 is received by the appropriate HUD office in a timely manner.
- If the recipient (or its covered contractors, subcontractors and subrecipients) did not hire any new employees during the reporting period, and/or if no covered construction or non-construction contracts were awarded, the recipient must indicate this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

## Additional Section 3 Guidance and Technical Assistance

The Economic Opportunity Division is committed to providing recipient's guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at: [www.hud.gov/section3](http://www.hud.gov/section3). This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding
- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System(form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to [section3@hud.gov](mailto:section3@hud.gov)

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<sup>1</sup> See Safe Harbor language at 24 CFR Part 135.30(d)

## CONTRACTOR/SUBCONTRACTOR AGREEMENT TO COMPLY WITH SECTION 3

(General Contractor submits as part of contract. Subcontractors submit prior to work.)

Company Name: \_\_\_\_\_

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

Company Telephone: \_\_\_\_\_ Company Tax Identification Number: \_\_\_\_\_

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

Estimated number of new employees (including trainees) company expects to hire for this project:

### EMPLOYEES

Occupation Category	Approximate Number of Employees Required	Total Number of Employees Presently on Payroll	Total Number of Employees to be Hired	Total Number of Section 3 Residents to be Hired

The following are examples of the occupational category classifications that should be inserted in the tables:

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Asbestos Workers</li> <li>2. Bricklayers</li> <li>3. Carpenters</li> <li>4. Cement Masons</li> <li>5. Electricians</li> <li>6. Elevator Constructors</li> <li>7. Glaziers</li> <li>8. Iron Workers</li> </ol> | <ol style="list-style-type: none"> <li>10. Machinists</li> <li>11. Operating Engineers</li> <li>12. Painters</li> <li>13. Plasterers</li> <li>14. Plumbers</li> <li>15. Roofers</li> <li>16. Sheet Metal</li> <li>17. Tile Setters</li> </ol> |
|---|---|

9. Lathers

18. Other (specify)

Number of Subcontractors this company expects to utilize for this project: \_\_\_\_\_

**Numeric Goals for Providing Economic Opportunities to Low-and Very Low-Income Persons**

The General Contractor commits to the following goals for the project as a whole. The Subcontractor agrees to assist the General Contractor in trying to meet these goals.

**The goal for employment and training is to award Section 3 businesses:**

1. at least 10% of the total amount of all **building trades** work on this project; and
2. at least 3% of the total dollar amount of all **other** work connected with this project, such as construction management, engineering and architectural services, cleaning, moving and storage, and security devices.

**Basic Actions for Compliance with Section 3 in Hiring and Contracting**

1. Before beginning work on the project, General Contractor/Subcontractor will Certify below that the company will comply with Section 3 and will carry out the Basic Actions for Compliance listed herein.
2. General Contractor/Subcontractor will send to each labor organization or representative of workers with whom there is a collective bargaining agreement or other understanding a notice regarding the Section 3 commitments under this contract.
3. General Contractor/Subcontractor will cooperate with the County in informing referral agencies and community organizations about hiring and contracting opportunities and will respond to expressions of interest by Section 3 job applicants and Section 3 businesses.
4. General Contractor will post at the site (a) notice that this is a Section 3 project and (b) information about specific job openings and contracting opportunities and how to apply.
5. General Contractor will accept job applications at the site and maintain a file of those applications for use by all subcontractors on the project. Subcontractors will consider applicants from this file.
6. **General Contractor/Subcontractor will place asterisks (\*) by names of all new-hires the first time they appear on the Certified Payroll Form.**
7. After completion of the project, General Contractor/Subcontractor will, as requested by the County, report on subcontracting and hiring activity related to the project.

**Statement of Agreement to Comply with Section 3**

The company named above has read the general information about Section 3 which appears in the contract for the project, will comply with the goals and provisions of Section 3 as they apply to this project, and will carry out the basic actions for compliance as stated above.

Signature of Officer or Owner of the Company: \_\_\_\_\_

Printed Name and Title of Signatory Above: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

## REPORT ON COMPLIANCE WITH SECTION 3

(To be submitted by General Contractor at end of project for entire project)

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

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

Please provide the following information about economic opportunities provided ON THIS PROJECT to low- and very low-income persons by your company and all your subcontractors together. Final payments on the project may be withheld until this report is received.

### Employment and Training Utilization Report – New Hires

Employee Name and Company who employed	Trade (Professional/Supervisory; Office/Clerical; Construction; or other	Section 3 Employee		Wage Rate
		YES	NO	
<b>TOTALS</b>				



## BUSINESS UTILIZATION REPORT

Firm Name Suppliers and/or Subcontractors	Construction Contract	Non- Construction Contract	Section 3 Businesses		Dollar Amount To Section 3 Businesses
			YES	NO	
<b>TOTALS</b>					\$

## Contracts Awarded (Summary)

### Construction Contracts

- A. Total dollar amount of all contracts awarded on the project \$ \_\_\_\_\_
- B. Total dollar amount of all contracts awarded to Section 3 businesses \$ \_\_\_\_\_
- C. Total number of Section 3 businesses receiving contracts \_\_\_\_\_

### Non-Construction Contracts

- A. Total dollar amount of all contracts awarded on the project \$ \_\_\_\_\_
- B. Total dollar amount of all contracts awarded to Section 3 businesses \$ \_\_\_\_\_
- C. Total number of Section 3 businesses receiving contracts \_\_\_\_\_

## Summary of Efforts

The following efforts were made to direct the employment and other economic opportunities of the project, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all items that apply.)

- \_\_\_\_\_ Attempted to recruit low-income residents through local advertising media.
- \_\_\_\_\_ Attempted to recruit low-income residents through signs prominently displayed at the project site and acceptance of applications at project site.
- \_\_\_\_\_ Attempted to recruit low-income residents through contacts with community organizations and public or private agencies.
- \_\_\_\_\_ Attempted to recruit low-income residents through publicly funded job training programs for low-income residents of Harford County.
- \_\_\_\_\_ Informed referral agencies or community organizations about contracting opportunities.
- \_\_\_\_\_ Notified labor organizations about Section 3 commitment.
- \_\_\_\_\_ Other, as described below:

(If numerical goals were not met, please explain why it was not feasible to do so.)

**The company named above has complied with Section 3 as stated above.**

Signature of Officer or Owner of Company: \_\_\_\_\_

Printed Name and title of Signatory Above: \_\_\_\_\_

## SECTION 3 BUSINESS CERTIFICATION

(General Contractor submit as part of contract. Subcontractors submit prior to starting work.)

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Company Telephone: \_\_\_\_\_

Company Tax Identification Number: \_\_\_\_\_

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

Please check YES or NO to each of the following statements to indicate whether or not it applies to your company.

**YES    NO**

\_\_\_\_\_    \_\_\_\_\_    The company is 51% or more owned by low- or very low-income residents of Harford County.

\_\_\_\_\_    \_\_\_\_\_    At least 30% of the permanent full time employees are low- or very low-income residents of Harford County or were so within 3 years of the date they were hired by the company.

\_\_\_\_\_    \_\_\_\_\_    For at least 25% of the dollar value of all its subcontracts, the company commits to subcontract with firms that are either 51% or more owned by low- or very low-income residents of Harford County or which employ residents as at least 30% of the permanent full time work force.

Signature of Officer or Owner of the Company: \_\_\_\_\_

Printed Name of Signatory Above: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

## SUBCONTRACTOR / VENDOR REPORT

The Subcontractor/Vendor Report is a list of the subcontractors working on the project and the major suppliers of materials utilized on the project. These reports must be submitted by the General Contractor before the work begins and with the FINAL payroll. As new subcontractors are added during the course of the project, up-dated interim Subcontractor/Vendor Reports are to be submitted. The Subcontractor/Vendor Reports also are to include second-tier subcontractors and major suppliers of materials utilized by subcontractors on the project. It is the General Contractor's responsibility to obtain the necessary information from the subcontractors. Instead of using the chart below, the General Contractor has the option of preparing these reports in another format, provided that all the required information is included.

Project Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 General Contractor: \_\_\_\_\_  
 Date: \_\_\_\_\_ Check if Report is: \_\_\_\_\_ Beginning \_\_\_\_\_ Interim \_\_\_\_\_ Final \_\_\_\_\_

Name/Address/Telephone	Tax ID	Dollar Amount	Subcontractor(S) or Vendor(V)? Trade/Item	Estimated Start/End Dates	If MBE/WBE* specify groups	Check if Section 3

\*African American, Hispanic, Native American, Asian/Pacific Islander, Eskimo/Aleut; Female

## STATEMENT OF COMPLIANCE Davis Bacon Wage Rates

Date \_\_\_\_\_

I, \_\_\_\_\_, do hereby state:  
 \_\_\_\_\_ (Name of signatory party) \_\_\_\_\_ (Title)

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
 \_\_\_\_\_ (Contractor or Subcontractor)  
 (name of project)

that during the payroll period commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending the \_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full weekly wages  
 \_\_\_\_\_ (Contractor or Subcontractor)

earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classification set forth therein for each laborer or mechanic conform with the work he performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, is registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4. That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITSS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	
Name and Title	Signature

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution. See Section 1001 of title 18 and section 231 of title 31 of the United States Code.

**PAYROLL**

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

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.: 1235-0008  
 Expires: 02/28/2018

NAME OF CONTRACTOR  OR SUBCONTRACTOR

ADDRESS

PROJECT OR CONTRACT NO.

PROJECT AND LOCATION

FOR WEEK ENDING

PAYROLL NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY							FICA	OTHER	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the  
\_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full \_\_\_\_\_

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Wage and Hour Division (WHD)

**Instructions For Completing Payroll Form, WH-347**

- o [WH-347 \(PDF\)](#)

OMB Control No. 1235-0008, Expires 02/28/2018.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.



**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals -** Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

**Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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

**REPORTING PERMISSIBLE PAYROLL DEDUCTIONS**

Prevailing wage rates are the wage rates listed on the wage decision for the CDBG project. The wage decision will list a minimum basic hourly rate of pay for each work classification. *Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate.*

- o If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.
- o Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits **do not** include employer payments or contributions required by other Federal, State or local laws, such as the employer’s contribution to Social Security or some disability insurance payments.

**Instructions:** Please provide the information contained in the following chart for every worker that will be employed during this CDBG project that you are required to pay Davis-Bacon wages to. Add additional sheets as needed.

**Return, prior to work starting:** To Chris Behles, Harford County Housing & Community Development, 15 S. Main Street, Bel Air, Maryland 21014

EMPLOYEE	ID #	CLASSIFICATION	AMOUNT PAID PER HOUR TOWARD FRINGE BENEFIT

*\*The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.*