

CITY OF DELTA
WEST LEGACY PARK 327 MAIN STREET
CDBG # 16-524
CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2020.

by and between the City of Delta, Colorado herein called

"**Owner**" acting herein through its _____ and a
(TITLE OF AUTHORIZED OFFICIAL)

corporation/ a partnership/an individual (Strike Out Inapplicable Terms) doing business as

County of _____ and State of _____,

hereinafter called "**Contractor**."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

hereinafter called the project, for the sum of Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Supplemental Conditions of the Contract, the Terms and Conditions of the Contract, and the Labor Standards Provisions of the Contract; and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and Supplemental General Conditions of the Contract, the plans which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Ciavonne Roberts & Associates, Inc. herein entitled the DESIGNER, and as enumerated in Paragraph 1 of the Supplemental General Conditions of the Contract. Contract constitutes and all of which are made a part hereof and collectively evidence and constitute the binding Contract:

- 1) Special Conditions
- 2) General Conditions of the Contract
- 3) Contract Exhibits and Attachments

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 142 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 440.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in Three (3) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ACKNOWLEDGEMENT OF CONTRACT DOCUMENTS:

Addendum # TBA

Attachments # TBA

Project Special Conditions

General Conditions of the Contract

- 1) EXHIBIT VIII-H- Invitation For Bids
- 2) EXHIBIT VIII-I- Instruction To Bidders
- 3) EXHIBIT VIII-I.1- Federal Labor Standards
- 4) EXHIBIT VIII-I.2- Statement of Bidders Qualifications
- 5) EXHIBIT VIII-J- Contract Documents
- 6) EXHIBIT VIII-K- Lump Sum Contract
- 7) EXHIBIT VIII-L- Unit Price Contract
- 8) EXHIBIT VIII-M- Bid Bond Form
- 9) EXHIBIT VIII-N- Performance/Payment Bonds
- 10) EXHIBIT VIII-O- Contractor/Sub Contractor Certifications
- 11) EXHIBIT VIII-O.1- EEO Executive Order 11246
- 12) EXHIBIT VIII-O.2- Business Self Certification
- 13) EXHIBIT VIII-O.4- Anti-Collusion
- 14) EXHIBIT VIII-P- Contractor Eligibility- Debarment Check
- 15) EXHIBIT VIII-Q- Bid opening, Project Award, Pre-Con.
- 16) EXHIBIT VIII-R- Notice To Proceed

OWNER:

CITY OF DELTA

By _____

CONTRACTOR:

By _____

Reviewed by the City Attorney this ____ day of _____, 2020.

City Attorney Signature

***** END OF CONSTRUCTION CONTRACT *****

Contractor

By_____

Title_____

City of Delta

By_____

Title_____

******* END OF EXHIBIT B *******

GENERAL CONDITIONS OF THE CONTRACT

1. Contract and Contract Documents

The project to be constructed pursuant to this Contract will be financed with assistance from the Colorado CDBG Program and is subject to all applicable Federal and State laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

1. Contract and Contract Documents
2. Definitions
3. Additional Instructions and Drawings
4. Shop or Setting Drawings
5. Materials, Service, Facilities
6. Contractor's Title to Materials
7. Inspection/Testing of Materials
8. "Or Equal" Clause
9. Patents
10. Surveys, Permits and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property -
Property---Emergency
14. Inspection
15. Reports, Records and Data
16. Superintendence by Contractor
17. Changes in Work
18. Extras
19. Time for Completion and Liquidated
Damages
20. Correction of Work
21. Subsurface Conditions-Different
22. Claims for Extra Cost
23. Owner Termination of Contract
24. Construction Schedule/Periodic
25. Payments to Contractor
26. Final Payment as Release
27. Payments by Contractor
28. Insurance
29. Contract Security
30. Additional or Substitute Bond
31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contractors
34. Subcontracting
35. Landscape
Architect/Architect/Engineer's
Authority
36. Stated Allowances
37. Removal of Debris
38. Detail Estimates
39. Right of Way
40. General Guaranty
41. Conflicting Conditions
42. Notice and Service Thereof
43. Provisions Deemed Inserted
44. Life/Health Protection
45. Subcontracts
46. Interest/Congressmen
47. Other Prohibited Interests
48. Use Prior to Acceptance
49. Photographs
50. Suspension of Work
51. Minimum Wages
52. Underpayment of Wages
53. Fringe Benefits
54. Overtime Compensation
55. Apprentices
56. Section 3
57. Employment Prohibited
58. Anti-Kickback Act
59. Classifications Not Listed
60. Benefits Not Expressed
61. Posting of Wage Rates
62. Complaints or Testimony
63. Claims and Disputes
64. Questions Re: Regulations
65. Payrolls and Records
66. Specific Coverage
67. Ineligible Subcontractors
68. Provisions to be Included
69. Breach of Labor Standards
70. Employment Practices
71. Contract Termination; Debarment
72. Public Contract for Services – Employment
Eligibility Verification
73. Subcontracting with Small and Minority
Firms, Women's Business Enterprise, and Labor
Surplus Area Firms
74. HUD 4010 Form, Labor Standards
Provisions

General Conditions of the Contract (continued)

2. Definitions

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

- (a) **CONTRACTOR:** A person, firm or corporation with whom the contract is made by the Owner, i.e., the Local Government.
- (b) **SUBCONTRACTOR:** A person, firm or corporation supplying labor and materials or only labor for work at the site of the project, for and under separate contract or agreement with the Contractor.
- (c) **WORK ON (AT) THE PROJECT:** Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Owner/Owner's Representative in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop Setting Drawings

The Contractor shall submit promptly to the Owner/Owner's Representative two copies of each shop or setting drawing prepared in accordance with the schedule predetermined aforesaid. After examination of such drawings by the Owner/Owner's Representative and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Owner/Owner's Representative with two corrected copies. If requested by the Owner/Owner's Representative , the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Owner/Owner's Representative , the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Owner/Owner's Representative in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expenses to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims, or encumbrances.

General Conditions of the Contract (continued)

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as part of the contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Owner/Owner's Representative, of equal substance and function. It shall not be purchased or installed by the contractor without the Owner/Owner's Representative's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connections with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and

General Conditions of the Contract (continued)

drawings, and in accordance with the directions of the Owner/Owner's Professional Representative as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner/Owner's Representative.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner/Owner's Representative shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner/Owner's Representative, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work Property – Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety or life, the Contractor will be allowed to act, without previous instructions from the Owner/Owner's Representative, in a diligent manner. He shall notify the Owner/Owner's Representative immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner/Owner's Representative for approval.

Where the Contractor has not taken action but has notified Owner/Owner's Representative of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Owner/Owner's Representative.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Colorado Department of Local Affairs shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedule, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner/Owner's Representative and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contractor Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change

General Conditions of the Contract (continued)

shall be determined by one or more of the following methods:

- (a) Unit bid prices previously approved
- (b) An agreed lump sum
- (c) The actual cost of:
 - (1) Labor, including foreman;
 - (2) Materials entering permanently into the work;
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - (4) Power and consumable supplies for the operation of power equipment;
 - (5) Insurance;
 - (6) Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Owner/Owner's Representative, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein and definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, PROVIDED, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines

General Conditions of the Contract (continued)

that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; PROVIDED, FURTHER, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Local Public Agency;
- (b) To unforeseen cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

PROVIDED, FURTHER, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of the delay, shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner/Landscape Architect/Architect/ Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/ Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner/Owner's Representative shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Owner/Owner's Representative of such conditions before they are disturbed. The Owner/Owner's Representative will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or costs shall be allowed unless the same was done in pursuance of a written order of the Owner's Representative approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his

General Conditions of the Contract (continued)

subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notices to contain the reason for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such material, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

The Owner observes the following are holidays and no work shall be conducted on these dates without the expressed consent of the Owner. These dates shall be included in the Contractor's construction schedule.

- | | |
|---------------------|------------------|
| 1. New Year's Day | January 1 |
| 2. President's Day | February 17 |
| 3. Memorial Day | May 25 |
| 4. Independence Day | July 3 |
| 5. Labor Day | September 7 |
| 6. Columbus Day | October 12 |
| 7. Veterans Day | November 11 |
| 8. Thanksgiving | November 26 & 27 |
| 9. Christmas | December 25 |

The Contractor shall also furnish on forms to be supplied by the Owner: (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract the Owner may retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract; PROVIDED, that the Contractor shall submit his estimate not later than the first day of the month; PROVIDED, FURTHER, that the Owner at any time after fifty percent (50%) of work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining progress payments in full; PROVIDED, FURTHER, that on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site preparatory to work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from have

General Conditions of the Contract (continued)

been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged hereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

27. Payments by Contractors

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent to each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) **COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of his Contract Workmen's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE:** The Contractor shall procure and shall maintain during the life of this

General Conditions of the Contract (continued)

Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

AND VEHICLE LIABILITY INSURANCE: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof, (2) insure the activities of his policy specified in subparagraph (b) hereof.

(d) SCOPE OF INSURANCE AND SPECIAL HAZARDS: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

BUILDER'S RISK INSURANCE (FIRE & EXTENDED COVERAGE): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form (HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(e) PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in a separate instrument in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause

General Conditions of the Contract (continued)

substantially to the effect that it is agreed that the right of the assignee in and to any monies due or become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractors or subcontractors by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner/Owner's Representative immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his on work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty sub-contractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contract by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

(e) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

(f) Contractor shall submit a disbarment check using Exhibit VIII-P, Contractor/Sub-Contractor Eligibility Verification Letter, for all sub-contractors working on project and submit to CDBG representative Jodi Adkins for approval prior to sub-contractor working on project.

35. Owner/Owner's Representative's Authority

The Owner/Owner's Representative shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Owner/Owner's Representative shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Owner/Owner's Representative's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or specifications, the determination or decisions of

General Conditions of the Contract (continued)

the Owner/Owner's Representative shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner to any extent by such question.

The Owner/Owner's Representative shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Owner/Owner's Representative .

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Owner/Owner's Representative , not cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities or work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Right-of-Way

Prior to the start of construction, the Owner shall obtain lands and rights-of-way necessary for the

General Conditions of the Contract (continued)

carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of defects with reasonable promptness.

41. Conflicting Conditions

Any provisions of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency. City of Delta shall determine precedence of conflicting/inconsistent documents.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontract the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development or Colorado Department of Local Affairs may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Interest of Members of or Delegate to Congress

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

General Conditions of the Contract (continued)

47. Other Prohibited Interests

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

48. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Owner/Owner's Representative, the Contractor is chargeable with unwarranted delay in final cleanup of such list items or other contract requirements.
- (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- (c) When the notice consists of more than one building, and one of the buildings is occupied, secures permanent firm and extended coverage insurance, including a permit to complete construction. Consent of the Surety must also be obtained.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, or national origin.

49. Photographs of the Project

The Contractor shall furnish photographs of the project before, during, and after construction in the quantities and as described in the Supplemental General Conditions.

50. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such delay with such time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

51. Minimum Wage Rate for Laborers and Mechanics

All laborers and mechanics employed upon the work covered by this Contract shall be paid

General Conditions of the Contract (continued)

unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated to reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without cost of expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated 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 Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

52. Underpayment of Wages or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

53. Anticipated Costs of Fringe Benefits (If applicable)

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract; provided, however, 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. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

54. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) 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, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such or to work in excess of 40 hours in such workweek unless such laborer or mechanic received compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

(b) VIOLATION: LIABILITY FOR UNPAID WAGES LIQUIDATED DAMAGES. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages

General Conditions of the Contract (continued)

required by the clause set forth in paragraph (a).

(c) WITHHOLDING FOR LIQUIDATED DAMAGES. The Local Public Agency shall withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) SUBCONTRACT. The Contractor shall insert in any subcontract the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

55. Employment or Apprentices/Trainees (If applicable)

(a) APPRENTICES will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(b) TRAINEES. Except as provided in 29 CFR 5.15, 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, Manpower Administration, Bureau of Apprentice and training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training 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.

(c) EQUAL EMPLOYMENT OPPORTUNITY. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

56. Section 3

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3).

General Conditions of the Contract (continued)

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations, and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

57. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered in this Contract.

58. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title U.S.C., Section

General Conditions of the Contract (continued)

874; and Title 40 U.S.C. Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by the subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

59. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency and a report of the action taken shall be submitted by the Local Public Agency through the State Department of Local Affairs to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency shall be referred through the State Department of Local Affairs to the Secretary of Labor for final determination.

60. Fringe Benefits Not Expressed as Hourly Wage Rates

The Local Public Agency shall require, 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 wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency, shall be referred to the Secretary of Labor for determination.

61. Posting Wage Determination Decisions and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed under such classifications, shall be posted at appropriate conspicuous points at the site of the work.

62. 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.

63. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred through the Local Public Agency and to the Secretary of Labor, United States

General Conditions of the Contract (continued)

Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

65. Payrolls and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit WEEKLY to the Local Public Agency or Public Body certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. **Each such payroll shall contain the "Weekly Statement of Compliance"** set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 5 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, their correct classification, rate of pay (including rates of contributions or costs anticipated, of the types described in Section 1(b)(2) of the Davis-Bacon Act,) daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, 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 or subcontractor shall maintain records which shows 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. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, The Colorado Department of Local Affairs, the Local Public Agency, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

66. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

67. Ineligible Subcontractors

The Contractor **must** certify that none of the subcontractors are ineligible or debarred through HUD or the General Services Administration.

68. Provisions to be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

69. Breach of Foregoing Federal Labor Standards Provisions

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for

General Conditions of the Contract (continued)

debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

70. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

71. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

72. Public Contract for Services – Employment Eligibility Verification

In accordance with C.R.S. 8-17.5-101 and 102, the Contractor certifies through execution of this Contract that it will not knowingly employ or contract with an illegal alien who will perform work under this Contract.

- (a) The Contractor will participate in the E-Verify Program, the employment verification program established by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this contract.
- (b) The Contractor shall notify the owner and the Colorado Department of Labor and Employment of its participation in the employment verification program.
- (c) The Contractor shall not enter into a contract with a subcontractor that fails to certify TO THE CONTRACTOR they THE SUBCONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under THIS Contract or use either the E-Verify Program or Colorado Department of Labor and Employment verification program procedures to undertake pre-employment screening of job applicants while the contract is being performed.
- (d) If the Contractor obtains actual knowledge that a subcontractor knowingly employs or contracts with an illegal alien, the Contractor is required to:
 - (1) Notify the subcontractor and the Department of Local Affairs within three days of obtaining actual knowledge of the employment or contract with an illegal alien.
 - (2) Terminate the subcontract if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien unless, during such three days, the subcontractor provides information that it did not knowingly employ or contract with an illegal alien.
 - (3) Comply with any reasonable request by the Colorado Department of Labor and Employment in the course of an investigation pursuant to authority established pursuant to CRS§8-17.5-102(5)(a).
- (e) The Department of Local Affairs or the Owner may terminate this Contract for any violation of this provision and the Contractor shall be liable for actual and consequential damages to the Department of Local Affairs and the Owner.

73. Subcontracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women’s business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation

General Conditions of the Contract (continued)

lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

74. FEDERAL LABOR STANDARDS PROVISIONS

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

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

(Office of Labor Relations

Previous editions are obsolete Page 1 of 5
form **HUD-4010** (06/2009)
ref. Handbook 1344.1

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

General Conditions of the Contract (continued)

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 I(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 I(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;

Previous editions are obsolete

(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

General Conditions of the Contract (continued)

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 Previous editions are obsolete 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 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such 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

General Conditions of the Contract (continued)

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.

(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.

Office of Labor Relations
Previous editions are obsolete Page 1 of 5
form HUD-4010 (06/2009)
ref. Handbook 1344.1

General Conditions of the Contract (continued)

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in the General Conditions, "Contract and Contract Documents":

- 1) West Legacy Park, Construction Documents, Dated 05/19/2020 by Ciavonne Roberts & Associates, Inc.
- 2) West Legacy Park, Bid Tabulation
- 3) Bid Alternate Masonry Wall Surface Treatment Specification
- 4) As Reference:
 - a. Geotechnical Investigation, 327 Main Street, Delta, Colorado, by Huddleston-Berry, Project #01123-0005, Dated: 02/13/2020
 - b. Wall Reconstruction Plan, 327 Main Street, Delta, Colorado, by DOWL, Project 7127.75006.01, Dated: 02/28/2020

2. STATED ALLOWANCES (N/A)

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY AND PROPERTY DAMAGE INSURANCE

As required in the General conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than detailed below, for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than amount specified below on account of one accident, and Contractor's Property Damage Insurance in an amount not less than amount detailed below.

The Contractor shall either require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified, or insure the activities of his subcontractors in his own policy.

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

INSURANCE REQUIREMENTS

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State.

Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

General Conditions of the Contract (continued)

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs,

General Conditions of the Contract (continued)

plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.

c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.

d) Builders Risk coverage shall include partial use by Grantee and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

This subsection shall apply if Grant Funds are provided for the construction or rehabilitation of real property. If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

i. Deductible. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,

ii. In Force. If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. Insurer. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

General Conditions of the Contract (continued)

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13

5. PHOTOGRAPHS OF PROJECT

As provided in the General Conditions, City of Delta to have sole authority over release of all photographs/videos of project.

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED IN THE GENERAL CONDITIONS

Given on Pages ___N/A___, ___N/A___ and ___N/A___.

7. Builder's Risk Insurance

As provided in Bonds and Certificates, Paragraph 38(e), the Contractor **will** maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

(The Equal Opportunity Language is contained within the sample contract, Exhibit I, Part II: Terms and Conditions, Section 4-8.)

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000).

COMPLIANCE WITH AIR AND WATER ACTS: During the performance of this Contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

General Conditions of the Contract (continued)

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contract will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION.

A. LEAD-BASED PAINT HAZARDS (Applicable to Contracts for construction or rehabilitation of residential structures): The construction or rehabilitation of residential structures is subject to the HUD lead-Based Paint regulations, 24 CFR 35. The Contractor and Subcontractors shall comply with the provisions for elimination of lead-based paint hazards under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(F) thereof.

B. USE OF EXPLOSIVES- No explosives shall be used in the completion of this project

C. ADJOINING PROPERTY PROTECTION, PROJECT SITE AND PEDESTRIAN SAFETY: The Contractor shall make all necessary precaution to guard against damages to adjoining properties of project building and injury to persons. Contractor shall be liable for all damages and damage repair costs to adjoining properties for the term of the project. Contractor shall put up and maintain in good conditions, sufficient warning lights at night, suitable barricades and other safety devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

General Conditions of the Contract (continued)

11. WAGE RATE DETERMINATION / APPROPRIATE WAGE RATES SHALL BE INSERTED HERE

(See Following Pages)

"General Decision Number: CO20200003 01/03/2020

Superseded General Decision Number: CO20190003

State: Colorado

Construction Type: Heavy

Counties: Alamosa, Archuleta, Baca, Bent, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Elbert, Fremont, Garfield, Gilpin, Grand, Gunnison, Hinsdale, Huerfano, Jackson, Kiowa, Kit Carson, La Plata, Lake, Las Animas, Lincoln, Logan, Mineral, Moffat, Montezuma, Montrose, Morgan, Otero, Ouray, Park, Phillips, Pitkin, Prowers, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel, Sedgwick, Summit, Teller, Washington and Yuma Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

* ELEC0012-002 06/01/2019

ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, RIO GRANDE AND SAGUACHE COUNTIES

General Conditions of the Contract (continued)

	Rates	Fringes
Electricians:		
Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

* ELEC0068-011 06/01/2019

CLEAR CREEK, EAGLE, GILPIN, GRAND, JACKSON, LAKE, LOGAN,
MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON AND YUMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

ELEC0111-002 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Groundmen.....	\$ 25.68	25.25%+\$5.75
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

* ELEC0113-004 06/01/2019

CHEYENNE, ELBERT, KIT CARSON, LINCOLN, PARK AND TELLER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

* ELEC0969-003 06/01/2019

DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT,
MONTEZUMA, RIO BLANCO, AND ROUTT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ELEC0969-006 01/01/2019

OURAY, PITKIN, SAN JUAN AND SAN MIGUEL COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.80	10.92

* ELEC0969-010 06/01/2019

DELTA AND MONTROSE COUNTIES

Rates Fringes

General Conditions of the Contract (continued)

ELECTRICIAN.....\$ 25.20 10.06

 ENGI0009-004 05/01/2018

Rates Fringes

Power equipment operators:

Mechanic.....	\$ 28.73	10.70
Motor Grader: Blade-finish..	\$ 28.57	10.70
Motor Grader: Blade-rough...	\$ 28.25	10.70
Roller: self-propelled, all types over 5 tons.....	\$ 28.25	10.70
Roller: self-propelled, rubber tires under 5 tons...	\$ 27.87	10.70
Trackhoe.....	\$ 28.40	10.70

 PLUM0003-003 06/01/2017

CLEAR CREEK, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN,
 PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON, AND YUMA. PARTS OF
 ELBERT, EAGLE, KIT CARSON, LINCOLN, AND PARK COUNTIES

Rates Fringes

PLUMBER.....\$ 39.08 16.44

 PLUM0058-010 07/01/2018

ALAMOSA, BACA, BENT, CHAFFEE, CHEYENNE, CONEJOS, COSTILLA,
 CROWLEY, CUSTER, ELBERT (Southern portion including towns of
 Elbert, Matherson and Simla), FREMONT, HUERFANO, KIOWA, KIT
 CARSON (Including towns of Dfalgler, Siebert, Vona, Stratton
 and Bethune), LAS ANIMAS, LINCOLN (Including towns of Geona and
 Arriba in the southern portion of the county), MINERAL, OTERO,
 PARK (Including towns of Fauplay, Hartsel and Lake George),
 PROWERS, PUEBLO, RIO GRANDE, AND SAGUACHE COUNTIES

Rates Fringes

PLUMBER.....\$ 32.75 14.85

 PLUM0058-012 07/01/2018

TELLER COUNTY

Rates Fringes

PLUMBER
 Includes HVAC Work.....\$ 32.75 14.85

 PLUM0145-004 08/01/2018

ARCHULETA, DELTA, DOLORES, EAGLE (Eagle County is divided from
 where Pitkin and Lake Counties join on the north, and in a
 straight line to and including the town of Edwards and
 northerly to the south east corner of Routt County), GARFIELD,
 GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, MONTROSE,
 OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL
 COUNTIES

General Conditions of the Contract (continued)

	Rates	Fringes
PLUMBER.....	\$ 27.43	12.27

 SUCO2001-005 12/20/2001

	Rates	Fringes
Carpenters:		
Form Building and Setting...	\$ 16.16	.82
All Other Work.....	\$ 15.72	
Cement Mason/Concrete Finisher...	\$ 14.76	2.28
Laborer, common.....	\$ 11.11	3.80
PIPEFITTER.....	\$ 18.13	1.84
Power equipment operators:		
Backhoe.....	\$ 15.93	3.58
Bobcat/Skid Loader.....	\$ 20.22	4.41
Bulldozer.....	\$ 15.08	4.44
Excavator.....	\$ 15.39	
Front End Loader.....	\$ 15.86	3.59

 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.

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)).

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

General Conditions of the Contract (continued)

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.

General Conditions of the Contract (continued)

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

General Conditions of the Contract (continued)

TERMS AND CONDITIONS OF THE CONTRACT

- 1. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all records and data, at the option of the Local Public Agency become its property. Notwithstanding the above, the Firm shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Firm, and the Local Public Agency may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Local Public Agency from the Firm is determined.
- 2. REPORTS AND INFORMATION.** The Firm, at such times and in such forms as the Local Public Agency may require, shall furnish the Local Public Agency such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 3. RECORDS AND AUDITS.** The Firm shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Public Agency to assure proper accounting for all project funds. These records will be made available for audit purposes to the Local Public Agency or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Local Public Agency.
- 4. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Firm agrees as follows:

 - a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Firm 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: 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Firm will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to such books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Firm's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Firm will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive

General Conditions of the Contract (continued)

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanction for non-compliance: provided, however, that in the event the Firm becomes involved in, or is threatened with , litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion or religious affiliation or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.** The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Colorado and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the project area.
8. **SECTION 504 OF THE REHABILITATION ACT OF 1973.** The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.
9. **INTEREST OF MEMBERS OF A LOCAL PUBLIC AGENCY.** No member of the governing body of the Local Public Agency and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
10. **INTEREST OF OTHER LOCAL PUBLIC OFFICIALS.** No member of the governing body of the Local Public Agency and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
11. **ARCHITECTURAL BARRIERS .** All design specifications for the construction of any building or residence shall provide access to the physically handicapped in accordance with **the Architectural Barriers Act of 1968; the American With Disabilities Act of 1990 (28 CFR Part 36), and Colorado Revise Statue, CRS 9-5-101 to 112.**
12. **THE GOVERNMENT-WIDE RESTRICTION ON LOBBYING,** prohibits spending CDBG funds to influence or attempt to influence federal officials; requires the filing of a disclosure form when non-CDBG funds are used for such purposes; requires certification of compliance by the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all sub-recipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
13. Nothing herein shall be construed as a waiver, or partial waiver, by the Owner of any portion of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101 et seq.

ARTICLE 27

CDBG EXHIBIT SECTION:

- 1) EXHIBIT VIII-D – Request for Wage Determination
- 2) EXHIBIT VIII-H- Invitation For Bids
- 3) EXHIBIT VIII-I- Instruction To Bidders
- 4) EXHIBIT VIII-I.1- Federal Labor Standards
- 5) EXHIBIT VIII-I.2- Statement of Bidders Qualifications
- 6) EXHIBIT VIII-M- Bid Bond Form
- 7) EXHIBIT VIII-N- Performance/Payment Bonds
- 8) EXHIBIT VIII-O- Contractor/Sub Contractor Certifications
- 9) EXHIBIT VIII-O.1- EEO Executive Order 11246
- 10) EXHIBIT VIII-O.2- Business Self Certification
- 11) EXHIBIT VIII-O.4- Anti-Collusion
- 12) EXHIBIT VIII-P- Contractor Eligibility- Debarment Check
- 13) EXHIBIT VIII-Q- Bid opening, Project Award, Pre-Con.
- 14) EXHIBIT VIII-R- Notice To Proceed
- 15) EXHIBIT VIII-S.1 Sample Payroll Form
- 16) EXHIBIT VIII-U AND U.1 Equal Employment Opportunity Poster (English/Spanish)
- 17) EXHIBIT VIII-V AND V.1 Employee Interview and Instructions (English/Spanish)
- 18) EXHIBIT VIII-X Final Statement of Wage Compliance
- 19) EXHIBIT VIII-Y Lien Waiver Certificate

EXHIBIT VIII-D

REQUEST FOR WAGE DETERMINATION

Date of Request _____

Project Information:

Project Name: _____

Contract/Project #: _____

Project Location: _____

Address: _____

County: _____

If Housing Units: # of _____ # of _____
Stories: _____ Units: _____

Type of Work: Building Residential Heavy Highway

(See next page for definitions)

Project Description: _____

Advertising & Bidding/Proposal Information

Estimated Advertising Date: _____	Estimated Bid Opening Date: _____
Estimated Value of Contract: _____	Prior Wage Decision Issued (If Applicable) _____

Contact Information:

Name & Title of Person Requesting Wages _____

Telephone # _____ Fax: _____

E-Mail Address: _____

General Conditions of the Contract (continued)

Instructions to Request Wage Determination

Please fill out this form (VIII-D), completely and with as much detail as possible. Completeness and detail will ensure a timely response.

Send to:

DLG: CDBG Program Manager, Jodi Adkins, jodi.adkins@state.co.us, or fax 303-864-7759

OEDIT & DOH: Send to your Business Loan Manager or Asset Manager.

Contract/Project #: is the number assigned by DOLA.

Project Description: please provide a brief description of the work for the project.

If Housing Units: # of Stories – number of floors/stories in the building
of Units: Total number of units in the project

Type of Work*: Building, Heavy, Highway and Residential

Building Construction*: generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below ground.

Heavy Construction*: projects that are not properly classified as either "building" or "highway", or "residential". Unlike these classifications, all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules issued. For example, separate schedules issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

Highway Construction*: includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, paths, parking areas, and other similar projects not incidental to building or heavy construction.

Residential Construction*: construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) stories in height. This includes all incidental items such as site work, parking areas, utilities, streets and sidewalks.

General Conditions of the Contract (continued)

INVITATION FOR BIDS
WEST LEGACY PARK 327 MAIN STREET
EXHIBIT VIII-H



City Of Delta
Request For Bids (RFB)

WEST LEGACY PARK 327 MAIN STREET PROJECT

The City of Delta is requesting bids from qualified Contractors for the West Legacy Park 327 Main Street Project in Delta, Co. This project consists of the construction of a new park of approximately 6250 square feet. Construction includes but is not limited to, concrete paving, landscaping, masonry, electrical, water, and drainage.

The work will be performed in a workmanlike manner and in compliance with the City of Delta's Standards, and Specifications found on the City website under the Public Works Department at <http://www.delta-co.gov/publicworks.html> and the State of Colorado Standard Specifications for Road and Bridge Construction, CDOT.

Bid packages- Are available online on June 10, 2020, at the City of Delta RFP page, <http://www.cityofdelta.net/rfp.html>

Pre-Bid Meeting- Scheduled on June 19, 2020, at 3:00 PM at the City of Delta Public Works office, 640 West 4th Street Delta, Co.

Question Deadline- June 22, 2020. All questions about the meaning or intent of the Contract documents or project are to be directed to Mike Konn, City of Delta Project Manager, at mike@cityofdelta.net.

Addendum (If applicable)- Posted on or before June 26, 2020, at the City of Delta website RFP page, <http://www.cityofdelta.net/rfp.html>

Bid Submission Deadline- June 30, 2020, at 2:00 PM. All Bids shall be sealed and submitted City of Delta Public Works office, 640 West 4th Street Delta, CO, 81416

Public Bid Opening- June 30, 2020, at 2:30 PM at the City of Delta Public Works office, 640 West 4th Street Delta, CO, 81416

Each Bid shall be accompanied by a bid bond payable to the City of Delta for five percent (5%) of the total amount of the Bid. Upon the evaluation of the Bids, and approved Agreement, the City of Delta will return the bid bonds to the remaining unsuccessful bidders.

The bid bond of the successful bidder will be returned after the performance, payment bond been executed and approved. Attention is called to the fact that **not less than the minimum salaries and wages** as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (Davis Bacon Wages)

In the event that the bidder anticipates hiring employees to work on this job, the bidder should contact the local manpower office for qualified candidates. (Section 3)

The City Council reserves the right to reject any or all bids, to waive any informalities in Bids, and to accept the Bid that is in the best interest of the City of Delta, Colorado.

General Conditions of the Contract (continued)

Prior to the awarding of the Contract, the City of Delta may defer its decision for a period not to exceed (30) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

CITY OF DELTA, COLORADO

General Conditions of the Contract (continued)

EXHIBIT VIII- I

INSTRUCTIONS TO BIDDERS

USE OF SEPARATE BID FORMS

These bid documents include a complete set of bidding and contract forms which are for the convenience of bidders. These forms are not to be detached from the Contract Document, filled out, or executed. SEPARATE COPIES OF BID FORMS ARE FURNISHED FOR THAT PURPOSE.

The documents to be submitted in a formal bid package are: appropriate bid documents (lump sum or unit price), bid bond, contractor/subcontractor certifications, insurance, and a list of subcontractors.

INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint themselves with the existing conditions there relating to construction and labor, and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

BIDS

All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

Bid Documents including the Bid, the Bid Guaranty, Federal Labor Standards HUD-4010, the Non-Collusion Affidavit and the Statement of the Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and the date and time of bid opening in order to guard against premature opening of the Bid.

General Conditions of the Contract (continued)

EXHIBIT VIII-I, Cont.

The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

Each Bidder shall include in his Bid the following information:

PRINCIPALS

Names
Home Address, including City, State & ZIP Code

FIRM

Name & DUNS Number
Address, including City, State & ZIP Code

BID GUARANTY

The Bid must be accompanied by a **Bid guaranty, which shall not be less than five (5) percent of the amount of the Bid.** At the option of the Bidder, **the guaranty may be a verified check, bank draft, negotiable U.S. Government Bond (at par value), or a bid bond, (EXHIBIT VIII-M), in the form attached.** A guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the Bid bond, <http://www.fms.treas.gov/c570/c570.html>. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified bank drafts or checks must be made payable to the order of _____

(Agency)

to be accepted. The Bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two (2) percent of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted. **(EXHIBIT VIII-O.3)**

Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided herein.

General Conditions of the Contract (continued)

EXHIBIT VIII-I, Cont.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall **upon request of the Local Public Agency submit on the form furnished for that purpose, a statement of the Bidder's qualifications**, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement **EXHIBIT VIII-I.2**. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. THE SPECIAL ATTENTION OF ALL BIDDERS IS CALLED TO THIS PROVISION, FOR SHOULD CONDITIONS MAKE IT NECESSARY TO REVISE THE QUANTITIES, NO LIMIT WILL BE FIXED FOR SUCH INCREASED OR DECREASED QUANTITIES NOR EXTRA COMPENSATION ALLOWED, PROVIDED THE NET MONETARY VALUE OF ALL SUCH ADDITIVE AND SUBTRACTIVE CHANGES IN QUANTITIES OF SUCH ITEMS OF WORK (i.e., difference in cost) SHALL NOT INCREASE OR DECREASE THE ORIGINAL CONTRACT PRICE BY MORE THAN TWENTY FIVE (25) PERCENT, except for work not covered in the Drawings and Technical Specifications as provided for in the Contract Documents. (If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.)

CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received hereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival time was due solely to delay in the mails for which the Bidder is not responsible, such Bid will be received and considered.

Bidders are cautioned that, while telegraphic email modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

General Conditions of the Contract (continued)

EXHIBIT VIII-I, Cont.

WITHDRAWAL OF BIDS

Bids may be withdrawn on written or email request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any email withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

AWARD OF CONTRACT: REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

Sections 38-26-105 and 38-26-106, CRS 2013, as amended, shall apply to all grants that require the contracting (or subcontracting) for construction or facility improvements. These sections require:

A PAYMENT BOND ON THE PART OF THE CONTRACTOR FOR PAYMENT OF ALL AMOUNTS LAWFULLY DUE WHEN THE CONTRACT PRICE IS FOR MORE THAN \$50,000. A "payment bond" is one executed in connection with a contractor to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. (Section 38-26-105).

A PERFORMANCE BOND ON THE PART OF THE CONTRACTOR FOR NOT LESS THAN ONE-HALF (½) OF THE TOTAL AMOUNT PAYABLE BY THE TERMS OF THE CONTRACT WHEN THE CONTRACT PRICE IS FOR MORE THAN \$50,000. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (Section 38-26-106). Although State Statute requires only a 50 percent performance bond, the Department suggests all performance bonds be in payment of 100 percent of the contract price. The bonds shall be obtained from companies holding certificates of authority as acceptable sureties. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

Sample forms of both payment and performance bonds can be found in this guidebook beginning on **Exhibits VIII-N**

PRE-CONSTRUCTION CONFERENCE

Within ten calendar days of contract execution and prior to the commencement of work, the contractor or his representative and all known subcontractors shall attend a Pre-construction Conference with the Owner and/or his representative. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the contractor and subcontractor in detail of their obligations under Indian preference, equal employment opportunity, and labor standards provisions, if applicable. **(EXHIBITS VIII-Q & Q.1)**

General Conditions of the Contract (continued)

The date, time, and place of the conference will be furnished to the contractor by the Owner.

TAXES

All applicable state and local taxes shall be included in the bid.

WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

The rates of pay set forth under GENERAL CONDITIONS are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to Davis-Bacon and Related Act requirements as well as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. The contractor will be required to take affirmative action to ensure that employees and applicants for employment are not discriminated against.

"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- Section 3 requires recipients and contractors to make a **good faith effort** to utilize Section 3 area residents as trainees and employees in connection with this project. **(EXHIBIT VIII-O.2A)**
- Section 3 also requires recipients and contractors to make a **good faith effort** to award contracts to Section 3 business concerns for work in connection with this project. **(EXHIBIT VIII-O.2)**
- Section 3 requires recipients and contractors to document their Section 3 **good faith efforts** taken and the results of these actions.
- For purposes Section 3 training and employment, the Section 3 area is the unit of general local government. For purposes of contracting, the Section 3 area is the county in which the project is located.

Compliance with this requirement **should not** be construed to mean that the state's grantee can exclude all outside the Section 3 trainees, employees, and contractors in favor of local concerns. It is the policy of this program that contractors hired under this program be the **LOWEST QUALIFIED BIDDER** regardless of location. The state grantee is responsible for making a **good faith effort TO NOTIFY** potential beneficiaries, that the grantee's project is available. This should be done in conjunction with the normal bidding process. The actual selection of the LOWEST QUALIFIED BIDDER must be done treating all bidders equally. **BONUS OR PREFERENCE POINTS FOR BEING IN A "SECTION 3" AREA NOT ALLOWED!**

General Conditions of the Contract (continued)

EXHIBIT VIII-1.1

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions of the Contract (continued)

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;

General Conditions of the Contract (continued)

(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

General Conditions of the Contract (continued)

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.

General Conditions of the Contract (continued)

(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.

EXHIBIT VIII-I.2

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

- 1. Name of Bidder _____
- 2. Business Address _____
- 3. When Organized _____
- 4. Bidder is a (an) _____
(Individual - Partnership - Corporation)

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

CORPORATION

- Corporation is incorporated in the State of: _____
- President is: _____
- Treasurer is: _____
- Place of Business: _____

- 5. How many years have you been engaged in the contracting business under your present firm or trading name? _____
- 6. Financial Statement: (Attach Separate Sheet)
- 7. Credit Available for this Contract \$ _____
- 8. Contracts Now on Hand, Gross Amounts \$ _____
- 9. Have you ever refused to sign a contract at your original bid?

- 10. Have you ever defaulted on a contract?

General Conditions of the Contract (continued)

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

11. Remarks:

13. The undersigned hereby authorizes and requests any person to furnish any information requested by _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at _____ this _____ day of _____, 20_____.

(Name of Bidder)

By: _____

STATE OF _____ Title: _____

COUNTY OF _____

_____, being duly sworn, deposes and says that they are _____ of _____ and their answers to the foregoing questions and all statements therein contained are true and correct.

(Name of Bidder)

Sworn to before me this: _____

Day of _____, 20____

NOTARY PUBLIC

My commission expires: _____

General Conditions of the Contract (continued)

EXHIBIT VIII-M

BID BOND

KNOW ALL PEOPLE BY THESE PRESENT, that we, the undersigned
_____ as Principal, and
_____ as Surety, are hereby held and firmly bound
unto _____ as Owner in the penal sum of
_____ Dollars (\$ _____) for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed this _____ day of _____ 20____.

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain bid, attached hereto and hereby made
a part hereof to enter into a contract in writing, for the

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

that this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

(SEAL)

Surety

By: _____

EXHIBIT VIII-N

PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

Colorado Department of Local Affairs regulations require a Grantee and/or its contractor (or subcontractors) performing the work to secure the following:

PAYMENT BOND. A "payment bond" is one executed in connection with a contractor to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. A Payment Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

PERFORMANCE BOND. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A Performance Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

WAIVER OPTION. If the total cost of the Project is less than \$50,000.00, Grantee may submit a written request to the State requesting waiver of these bond requirements in exchange for an irrevocable letter of credit.

General Conditions of the Contract (continued)

(EXHIBIT VIII-N, continued)

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and _____
(Corporation/Partnership) (Name of Surety Company)

(Address)

hereinafter called SURETY, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME: _____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this

General Conditions of the Contract (continued)

BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____.

ATTEST:

Principal

Principal Secretary

By _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety

Witness as to Surety

By _____
Attorney in Fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

General Conditions of the Contract (continued)

(EXHIBIT VIII-N, Continued)

PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and _____
(Corporation/Partnership) (Name of Surety Company)

(Address)

hereinafter called SURETY, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME:

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

General Conditions of the Contract (continued)

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 19____.

ATTEST:

Principal

Principal Secretary

By _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety

Witness as to Surety

By _____
Attorney in Fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

General Conditions of the Contract (continued)

EXHIBIT VIII-O

CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS

Grantee must require that prospective bidders complete and incorporate the following certifications as part of their bid submittal package.

1. EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246
2. SECTION 3 & SEGREGATED FACILITIES CERTIFICATION
3. NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

General Conditions of the Contract (continued)

EXHIBIT VIII-O, Cont.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.
_____ Yes _____ No

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

3. Bidder has filled all compliance reports due under applicable instructions.
_____ Yes _____ No

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

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

General Conditions of the Contract (continued)

EXHIBIT VIII-O, Cont.

**CERTIFICATION OF CONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Contractor or Sub-Contractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract if this is a Section 3 project.
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Type of Print)

Signature

Date

General Conditions of the Contract (continued)

EXHIBIT VIII-O, Cont.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham Bid;
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affined, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) _____

Title _____

Subscribed and sworn to me this

_____ day of _____, 19 _____

By: _____
Notary Public

My Commission expires: _____

General Conditions of the Contract (continued)

EXHIBIT VIII-O.1

CERTIFICATIONS CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act. **And, Age Discrimination Act of 1975**, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

General Conditions of the Contract (continued)

EXHIBIT VIII-O.1

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

SECTION 503

(if contract \$25,000 or over)

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

General Conditions of the Contract (continued)

EXHIBIT VIII-O.1

4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the TOWN / County of, State of Colorado Department of Local Affairs (DOLA), U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official State of Colorado Department of Local Affairs (DOLA)"Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee with the Town / County or DOLA.
2. Any substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the Town / County that develops at any time during this contract will be immediately disclosed to the Town Town / County and DOLA.

ANTI-LOBBYING CERTIFICATION

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

General Conditions of the Contract (continued)

EXHIBIT VIII-O.1

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

(typed name of official)

(signature of official)

(typed name of entity)

(date)

General Conditions of the Contract (continued)

EXHIBIT VIII-O.2

SECTION 3- BUSINESS SELF CERTIFICATIONS

This section should be included in all Section 3 covered contracts. The CDBG Program Manager will notify those grantees who have Section 3 covered activities. Delete this section and the Section 3 forms if not applicable.

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

DOLA will monitor compliance with such provisions and standards for the City of Delta. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to *DOLA* is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact the *DOLA* CDBG Program Manager.

SECTION 3 BUSINESS SELF-CERTIFICATION (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within 3 days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

General Conditions of the Contract (continued)

Project Name: West Legacy Park 327 Main Street

Number: CDBG # 16-524

Contractor Name:

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business? _____Yes _____No

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

_____ Is owned (51% or more) by Section 3 residents (defined below *)

_____ Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business

_____ Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications (available from your Project Monitor or at HUD.GOV): https://www.huduser.gov/portal/datasets/il/il16/index_il2016.html

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
	Moderate Income								

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.

_____ Signature

Title

Name (printed)

General Conditions of the Contract (continued)

EXHIBIT VIII-O.4

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) They are _____ of _____, the Bidder that has submitted the attached Bid;
- (2) They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affined, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) _____

Title _____

Subscribed and sworn to me this

_____ day of _____, 20_____

By: _____
Notary Public

My Commission expires: _____

EXHIBIT VIII-P
CONTRACTOR/SUB-CONTRACTOR ELIGIBILITY VERIFICATION LETTER
(Debarment Check)

Date:

Jodi Adkins
STATE OF COLORADO
Department of Local Affairs
1313 Sherman Street, Room 521
Denver, CO 80203
jodi.adkins@state.co.us

RE: CDBG Contract # 16-524- West Legacy Park 327 Main Street

Dear Jodi:

The Contractor Name is considering the following subcontractors for our CDBG project. Please verify that these names do not appear as excluded on SAM.gov, <https://www.sam.gov/portal/public/SAM>, (all contractors interested in participating on Federal Contracts, must be registered and active in SAM). Any person or firm who has been declared ineligible because of previous instances of non-compliance may not participate in any contract involving CDBG funds.

List sub-contractors name, owners name, address, phone number and description of contracted work.

(Provide DUNS number & Entity name)

OR

(Firm / Owner Names and Addresses)
(Include ALL Names and Addresses in one letter)

Sincerely,

Responsible Administrator

General Conditions of the Contract (continued)

EXHIBIT VIII-Q

NOTICE OF BID OPENING, CONTRACT AWARD AND PRECONSTRUCTION CONFERENCE

City of Delta- CDBG# 16-524- West Legacy Park 327 Main Street

TO: _____(Contractor)

FROM: _____(Recipient)

SUBJECT: Award of Contract/Preconstruction Conference

(NAME OF COMPANY)

(ADDRESS and PHONE NUMBER)

has been awarded a Contract No:_____to:

_____ West Appliance Asbestos Abatement/Demolition
Project

(BRIEF DESCRIPTION OF PROJECT)

in the City(County) of_____.

Date of Bid Opening:_____

Date of Contract Award:_____

The number of the applicable wage decision is _____ N/A _____ Mod # _____ with an effective date of_____. The contract award is for \$_____.

The estimated start date of construction is _____.

Contract completion date is estimated to be_____. A Preconstruction

Conference will be held concerning this project at:

(ADDRESS)

(DATE AND TIME)

**COPY TO PROJECT MANAGER
COPY TO CDBG PROGRAM MANAGER; FAX (303) 864-7759
COPY TO GRANTEE LABOR STANDARDS FILE**

General Conditions of the Contract (continued)

EXHIBIT VIII-R

NOTICE TO PROCEED

Date: XX/XX/20XX

To: (Contractor)

From: (Grantee)

RE: CDBG# 16-524 WEST LEGACY PARK 327 MAIN STREET

The construction contract was executed on (date) and the pre-construction meeting was held on (date). In addition, we have received all required documents, including proof of insurance, performance and payment bonds and required permits.

This serves as your Notice to Proceed with the above mentioned project.

(name of Grantee's contact) will serve as the project contact. Their contact information is (phone/cell #), (email address).

Additional Notes/Requirements:

By: (Authorized signature and Title)

TO BE SUBMITTED WITHIN TEN DAYS OF START OF CONSTRUCTION FOR ALL CONSTRUCTION
CONTRACTS OVER \$2,000

Send to:

DLG/OEDIT

copy to Regional Manager
copy to CDBG Program Manager
(fax: (303) 864-7759 or
e-mail to: jodi.adkins@state.co.us)
Grantee file

DIVISION OF HOUSING

send to Asset Manager

General Conditions of the Contract (continued)

EXHIBIT VIII-S
Payroll & Instructions, Form WH-347

U.S. Department of Labor
Wage and Hour Division

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



Rev. Dec. 2008

OMB No. : 1235-0008
Expires: 01/31/2015

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

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT AND LOCATION PROJECT OR CONTRACT NO.

PAYROLL NO. FOR WEEK ENDING

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT, OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS WORKED EACH DAY	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
															FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federal, financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. § 3.355(a). The Clean Air Act, 40 U.S.C. § 3145 contractors and subcontractors performing work on Federal, 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)(iii) 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)

General Conditions of the Contract (continued)

EXHIBIT VIII-S.1
Sample Payroll, Form WH-347

How To Correctly Fill Out a WH-347 Payroll Form.

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information.

Check one.

Fill out completely.

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract. Write the word "Final" on the last payroll submitted.

Please include the lowest state project number as listed on the contract/proposal cover sheet.

Payroll Report

Fed ID # XX-YY-XXXX		Name of Contractor or Subcontractor		Project and Location											
Charlie Doe Constructio		Roadway and County		S. P. Number											
Address and Telephone #		For Period Ending		Payroll Number											
395 John Ireland Boulevard St. Paul, MN 55155		7/7/00		8											
Address and Telephone #		Project or Contract #		S. P. Number											
395 John Ireland Boulevard St. Paul, MN 55155		(XXX) XXX-XXXX		S. P. Number											
(1) Employee Name, Address, City, State, Zip Code and Social Security Number	(2) # Of Exemptions	(3) Labor Code and Classification	(4) OT	(5) Day and Date	(6) Total Hours This Job	(7) Hourly Rate Of Pay	(8) Gross Amount Earned This Job	(9) Gross Amount Earned This Period	(10) Deductions			(11) Total Net Wages Paid for The Period			
Connie Doe Address City, State, Zip Code Social Security Number	2	203 3+Cu/Yd Track Hee		S M T W T F S	8	15.32		633.5	FICA	Federal Withholding Tax	State Withholding Tax	Medi Care	Other	Total Deductions	461.58
				1 2 3 4 5 6 7	32	10.21	449.32	39.25	85.00	38.00	9.25		171.43		
				Hours Worked Each Day											

Enter the federal I.D. number.

Indicate the days and dates of the pay period.

Specify the total overtime and straight time hours worked on the Project.

Specify the total gross earnings for the pay period. This would include earnings outside of the contract.

Specify the gross earnings regarding the hours worked under the contract.

Specify the net amount paid to the employee for the pay period.

The contractor must list each worker's name, address and social security number. Only wokers that perform work under the contract must be listed. Please note, working formen, owners and family members must be included on the payroll.

Specify the numeric job code located in the contract wage decision and/or the corresponding job title.

Must accurately reflect overtime and straight time hours worked under the contract.

Minnesota State Statue 177.42 and 177.44, Subdivision 1:
 The prevailing hours of labor may not be more than 8 hours per day or more than 40 hours per week. All hours in excess of the prevailing hours of labor must be paid at 1.5 times the contract basic hourly rate.

General Conditions of the Contract (continued)

How To Report: Time and wages if an employee performs multiple work duties under a contract and an employee that only performs work under a contract and does not have other work hours outside of the contract work.

Payroll Report

Name of Contractor or Subcontractor Charlie Doe Construction				Project and Location Roadway and County																				
Address and Telephone # 395 John Ireland Boulevard St. Paul, MN 55155 (XXX) XXX-XXXX				For Period Ending 7/7/00			Payroll Number 8			Project or Contract # S. P. Number														
(1) Employee Name, Address, City, State, Zip Code and Social Security Number	(2) # Of Exemptions	(3) Labor Code and Classification	(4) OT or ST	(5) Day and Date							(6) Total Hours This Job	(7) Hourly Rate Of Pay	(8) Gross Amount Earned This Job	(9) Gross Amount Earned This Period	(10) Deductions							(11) Total Net Wages Paid for The Period		
				S	M	T	W	T	F	S					FICA	Federal With holding Tax	State With holding Tax	Med Care	Union Dues Other	Total Deductions				
				Hours Worked Each Day																				
Connie Doe Address City, State, Zip Code Social Security Number	2	404 Carpenter	O		8		4		3		32	8.92	312.64	348.37	20.37	53.20	7.14	3.57	3.20	87.48	260.84			
Connie Doe		101 General Laborer	S			4				4		6.80												
Robert Austin Address City, State, Zip Code Social Security Number		404 Carpenter	O	8	8	8	8	8		40		8.92	356.80	356.80	20.87	54.50	7.14	3.57	3.20	82.28	267.52			

Connie Doe performed multiple job duties under the contract.
Break the job duties apart by utilizing two or more lines on the payroll report to distinguish the different job classifications.

Combine the two classifications when recording the gross amount earned for this project and total gross amount earned for pay period.

Robert Austin only worked on the project during the pay period and did not work any non-project hours.
The gross amount earned for the project and the total gross amount earned for the pay period should be the same.

General Conditions of the Contract (continued)

How To Report: A registered apprentice performing work under a contract.

Payroll Report

Name of Contractor <input type="checkbox"/> or Subcontractor <input checked="" type="checkbox"/>				Project and Location																							
Charlie Doe Construction				Roadway and County																							
Address and Telephone #				For Period Ending							Payroll Number			Project or Contract #													
395 John Ireland Boulevard St. Paul, MN 55155 (XXX) XXX-XXXX				7/7/00							8			S. P. Number													
(1) Employee Name, Address, City, State, Zip Code and Social Security Number	(2) # Of Exemptions	(3) Labor Code and Classification	(4) OT or ST	(5) Day and Date							(6) Total Hours This Job	(7) Hourly Rate Of Pay	(8) Gross Amount Earned This Job	(9) Gross Amount Earned This Period	(10) Deductions					(11) Total Net Wages Paid for The Period							
				S	M	T	W	T	F	S					FICA	Federal With holding Tax	State With holding Tax	Pension	Union Dues Other		Total Deductions						
Joe Smith				O																							
Jane Johnson				S	8	8				4	20	3.57	71.40	142.00	7.68	12.60	9.00	1.31	4.20	34.79	108.01						
				O																							
				S	8	8				8	24	13.38	321.12	548.00	34.00	72.00	9.00	6.41	4.20	125.61	422.39						

Apprentice Carpenter
I.D.# XXXXXX
1st 6 mos. @ 40%

Joe Smith is a registered apprentice carpenter. This must be stated on the payroll.

Specify the apprentice I. D. number that was issued by the United States Department of Labor or the Minnesota Department Of Labor and Industry, Division of Apprenticeship.

Must include the current pay scale or provide a copy of the apprenticeship agreement.

General Conditions of the Contract (continued)

**EXHIBIT VIII-U
Notice to Employees (EEO Poster)**

**Equal Employment Opportunity is
THE LAW**

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

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

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

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

DISABILITY

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

AGE

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

SEX (WAGES)

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

GENETICS

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

RETALIATION

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

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

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

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

General Conditions of the Contract (continued)

Employers Holding Federal Contracts or Subcontracts

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

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

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

INDIVIDUALS WITH DISABILITIES

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

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

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

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

RETALIATION

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

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

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

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

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

INDIVIDUALS WITH DISABILITIES

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

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

General Conditions of the Contract (continued)

EXHIBIT VIII-U.1
Notice to Employees (EEO Poster) Spanish

La igualdad de oportunidades de empleo es
LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

General Conditions of the Contract (continued)

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación (*Rehabilitation Act*) de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam (*Vietnam Era Veterans' Readjustment Assistance Act*) de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados

(en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs, OFCCP*) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EXHIBIT VIII-U.2
Notice to Employees (Davis Bacon Poster)

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

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

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



For additional information:

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



WWW.WAGEHOUR.DOL.GOV

**EXHIBIT VIII-U.3
Notice to Employees (OSHA Poster)**

Job Safety and Health It's the law!



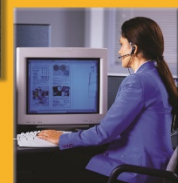
EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

**This free poster available from OSHA –
The Best Resource for Safety and Health**



Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA (6742)
www.osha.gov

OSHA 3165-12-6GR



General Conditions of the Contract (continued)

**EXHIBIT VIII-V
Employee Interview Form & Instructions**

EXHIBIT VIII-V

**Record of
Employee Interview**

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

OMB Approval No. 2501-0009
(exp. 08/31/2007)

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						
CONFIDENTIAL						
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>	
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>	
12a. Employee Signature			12b. Date			
13. Duties observed by the Interviewer (Please be specific.)						
14. Remarks						
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

General Conditions of the Contract (continued)

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

General Conditions of the Contract (continued)

**EXHIBIT VIII-V
Employee Interview Form & Instructions (Spanish)**

EXHIBIT VIII-V.1

El registro de
Empleado
Entrevista

**Ee.uu. El departamento de Envoltura
y el Desarrollo Urbano**
La oficina de Relaciones de Partido Laborista

La Aprobación de OMB No. 2501-0009
(exp. 04/30/2005)

El público que informa carga para esta colección es estimado para promediar 15 minutos por la respuesta, inclusive el tiempo para revisar las instrucciones, buscando las fuentes existentes de datos, reuniendo y para mantener los datos necesitado, y completando y para revisar la colección de información. Esta agencia no puede reunir esta información, y usted no es requerido a completar esta forma, a menos que demuestre un número actualmente válido del control de OMB.

La información reunió a registrar entrevistas con trabajadores de construcción y mecánicos deberá participar en lograr la conformidad con los requisitos predominantes del sueldo del Davis-Tocino y Actos relacionados.

Información sensible. La información completa en esta forma se considera sensible y es protegido por el Acto de la Intimidad. El Acto de la Intimidad requiere que estos registros sean mantenidos con las salvaguardias apropiadas, administrativas, técnicas y físicas para asegurar su seguridad y la confidencialidad. Además, estos registros se deben proteger contra alguna amenaza o peligros anticipados a su seguridad o la integridad que podrían tener como resultado el daño substancial, el desconcierto, el inconveniente, o la injusticia a cualquier individual en quien la información se mantiene.

Proyecte el Número		Contratista o Subcontratista (empleador)					
Proyecte el Nombre							
1. El nombre de Empleado		2. Domicilio particular y Código postal					
3a. Dure la Fecha que usted trabajó en el proyecto antes de hoy	3b. El número de horas trabajó en el proyecto en esa fecha	4. Su tasa por hora de paga \$					
5. Su clasificación (clasificaciones) del trabajo (lista todo) (continúa cualquiera contesta en una hoja separada si necesario)		¿El aprendiz?	<table border="1" style="width:100%; text-align: center;"> <tr> <td style="width:50%;">Sí</td> <td style="width:50%;">No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Sí	No	<input type="checkbox"/>	<input type="checkbox"/>
Sí	No						
<input type="checkbox"/>	<input type="checkbox"/>						
6. Sus deberes							
7. Los instrumentos o el equipo utilizaron							
8. ¿Pagado por lo menos tiempo y un-mitad por todas horas trabajadas por encima de 40 dentro de una semana? (Si la paga de la prima de tiempo extraordinario no se requiere, entra "inaplicable")		Sí <input type="checkbox"/>	No <input type="checkbox"/>				
9. ¿Fue jamás amenazado, intimidado, u obligado en renunciar la parte de la paga?		Sí <input type="checkbox"/>	No <input type="checkbox"/>				
10. Los deberes observados por entrevistador		¿Se conforma la Clasificación?	<table border="1" style="width:100%; text-align: center;"> <tr> <td style="width:50%;">Sí</td> <td style="width:50%;">No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Sí	No	<input type="checkbox"/>	<input type="checkbox"/>
Sí	No						
<input type="checkbox"/>	<input type="checkbox"/>						
11. Las observaciones (Continúa una hoja separada si necesitado)							
12. La firma de Entrevistador		La fecha de Entrevista					
Examen de nómina							
13. Las observaciones (Continúa una hoja separada si necesitado)							
14. La firma de Examinador de Nómina		Fecha					

Las ediciones previas son caídas en desuso

forme HUD-11 (06/2002)

DOLA revised 05/2013

General Conditions of the Contract (continued)

EXHIBIT VIII-X
Final Statement of Wage Compliance

EXHIBIT VIII-X

FINAL STATEMENT OF WAGE COMPLIANCE

Project Name: _____ Project _____ Completion Date: _____

1. While you or your representative were reviewing the Contractor's payrolls, were any laborers or mechanics paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Rate Determination that applied to this project?

YES _____ NO _____

2. If yes, provide the following information:

(a) Total Amount of Restitution Paid (Difference between what was first paid and what was required to be paid): \$

(b) Method of Restitution: _____ Paid by Contractor, or
_____ Paid by City/County with funds withheld from payment to Contractor.

(c) Contractor or Subcontractor Name	Name of Affected Employees	Amount of Restitution Paid to Employees	Name of Violation Leading to Restitution
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Signed: _____ Title: _____

Date: _____

General Conditions of the Contract (continued)

Date: July 10, 1992

Letter No. LR-92-02

Enforcement Reports (Davis-Bacon and Related Acts)

U. S. Department of Labor (DOL) Regulations (29 CFR 5.7) require Federal agencies to submit a report to the Secretary of Labor on all enforcement actions where underpayments by a contractor or subcontractor total \$1,000 or more, *or* where there is reason to believe that the violations are aggravated or willful. These reports must be furnished to the DOL within 60 days after the completion of the investigation. (Note that the \$1,000 threshold refers to the underpayments of a single employer to his/her *entire* workforce and not to individual employees.)

HUD Handbook 1344.1 (REV-1, CHG-1) separates the reports into two categories: those which may be submitted to the DOL by the HUD Regional Labor Relations Officer and those that must be submitted through Headquarters. The reporting distinction is made based upon three criteria. A report may be submitted directly to the DOL by the Regional Office if the following conditions exist:

- 1) There is no reason to believe that the violations were aggravated or willful; and
- 2) Full restitution and required payments (e.g., liquidated damages) have been made; and
- 3) No further action (e.g., debarment) is recommended.

Where the Regional Office submits the report directly to the DOL, a copy of the report must be provided to Headquarters Labor Relations.

In *all* other cases, the report must be submitted to the DOL through Headquarters Labor Relations. (See Handbook, Chapter 6, *Reports*.)

Note that *all* referrals for §5.11(b) hearings, *all* recommendations for debarment, and *all* referrals for decisions concerning the assessment of liquidated damages for CWHSSA overtime violations *must* be accompanied by a detailed §5.7 report.

Contracting agencies (e.g., PHAs, CDBG recipients, etc.) are also required to submit reports of enforcement activity [see Handbook, Chapter 3, 3-4(g)]. Enforcement reports from contracting agencies must be forwarded to the DOL *through HUD* in accordance with these guidelines. This requirement should be discussed during training sessions and made a part of routine technical assistance.

Timing of the Report

DOL regulations require submission of enforcement reports within 60 days after the completion of the investigation. "Investigation" for the purpose of this discussion is broadly defined as ranging from routine payroll reviews to "full-scale" investigations. Additionally, in this use "investigation" is meant to include all actions taken by the agency or contractor toward disposition of the case including settlement by restitution or refusal to pay and/or a request for a hearing under §5.11(b). Therefore, the §5.7 enforcement report should not be prepared until *after* final disposition at the local level (e.g., restitution, request for a hearing, request for a waiver or reduction of CWHSSA liquidated damages) has been reached. It is not necessary, however, to wait until all of the underpaid workers are located or until disbursement is completed to prepare the report.

Where the report must be submitted to the DOL *through* Headquarters, the Regional Office must furnish the report to this office (Headquarters) sufficiently in advance of the due date to ensure timely submission to the DOL (i.e., within 60 days after completion of the investigation). Consequently, these reports must be received in this office not later than *forty-five (45) days* after completion of the investigation which will allow fifteen (15) days for Headquarters review and transmittal to DOL. (See also Handbook, Chapter 4, *HUD Labor Standards Investigations*.)

Content of the Report

The amount of detail needed in the report and any exhibits is directly related to the purpose the report will serve. Each report should contain basic coverage information, a description of the violation(s), and the disposition of the case, and must be accompanied by a schedule of the wages found due. A report submitted directly to the DOL by the Regional Office (i.e., where restitution has been paid, and there is no evidence of willful or aggravated action with respect to the violations, and no administrative sanctions are recommended) can be brief. Reports that refer a request for a hearing or that recommend debarment must be much more detailed in narrative and must be accompanied by exhibits which, together, are sufficient to substantiate the violations and document the investigative actions of the agency. Judgment must be used to determine the amount of detail and documentation that is appropriate in each case.

A sample format for §5.7 labor standards enforcement reports is attached. The basic format should be adequate in most cases where restitution has been paid and no further administrative action is recommended. Modifications may be made to appropriately reflect the circumstances of specific cases. The format will need to be expanded where a more detailed report is required (e.g., debarment recommendations, §5.11(b) hearing requests). The LRAP software currently in development is expected to contain an enforcement report component. If necessary, the instructions contained in this Letter will be modified to ensure consistency.

General Conditions of the Contract (continued)

**EXHIBIT VIII-Y
Lien Waiver Certificate**

EXHIBIT VIII-Y

LIEN WAIVER CERTIFICATE

(Applicable for Grantees and Subgrantees)

For the Community Development Block Grant Project known as: _____

FOR A VALUE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, personal representatives or assigns of such owner or owners all right of the undersigned to claim a mechanic's lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure improvement on Lot numbered _____ Block numbered _____

in _____ Addition, also known as No. _____

_____ or other location described as _____

_____ in the City of _____ and the County of _____

and the State of Colorado.

Name of Company (Subcontractor)

Authorized Signature

Notary Seal and Signature