



DELAWARE STATE HOUSING AUTHORITY  
REQUEST FOR PROPOSALS  
SMALL CONSTRUCTION CONTRACTOR SERVICES

Prepared by: Steve G. Gherke

Issue Date:

Delaware State Housing Authority

18 The Green

Dover, DE 19001

Phone: (302) 739-4263 / FAX: (302) 739-2359

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DSHA Supplier Diversity Action Plan

**Delaware State Housing Authority (DSHA)  
Request for Proposal (RFP) Small Construction Contractor Services**

**SECTION I**

DSHA wishes to enter into a contract(s) with a contractor(s) who can provide General; Plumbing; Heating Ventilation & Air Conditioning (HVAC); Painting and/or Masonry/Concrete Contractor Services as described herein. It is the goal of this RFP to identify qualified Small Construction contractor(s) and execute a contract(s) to implement these services.

A contract(s) will be awarded for a three (3) year period starting July 1, 2018 through June 30, 2021. The contract(s) may be renewed for two (2) additional one year periods under the same terms and conditions unless mutually agreed upon.

Proposals are especially invited from minority business enterprises and women's business enterprises (MBE/WBE) and veterans. <http://gss.omb.delaware.gov/osd>.

The specifications contained in this RFP shall be considered as clear and complete unless written attention is called to any apparent discrepancy or omission thereof before opening of proposals.

The proposer shall be responsible for all costs of preparing responses to this RFP and to submit the proposal in accordance with the proposal instructions. There is no expressed or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The proposal quotation shall be executed completely and correctly in order for the proposal to be considered.

Proposals are due Thursday, May 3, 2018 at 2:00 p.m. local time and shall be valid for a period of ninety (90) days.

Proposals shall be submitted in duplicate in an opaque, sealed envelope with the following endorsement typed or printed in the lower left corner: "Sealed Proposal"; "Proposal(s) for DSHA Small Construction Contractor Services," and submitted to the Delaware State Housing Authority, 18 The Green, Dover, DE 19901, Attn: Steve G. Gherke. Proposals shall be opened publically at 2:00 p.m. local time on Thursday, May 3, 2018 at this location. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the qualifications of the bidder. Only the name of the proposer shall be read publically at this time, as the proposals will be evaluated privately. **Proposals will not be accepted after 2:00 p.m. local time on the due date.**

The Authority reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. The submission of a proposal indicates acceptance by the

firm of the conditions contained in the request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

## **SECTION II**

**Applicability of Davis-Bacon Act Prevailing Wage Rates:** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the United States Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and /or repair, including painting and decorating, of public buildings or public works. Payroll verification forms must be submitted upon request.

**NOTE:** For the purposes of this proposal residential, building or highway rates may apply based on the type of service provided or the location at which the services are provided. Current rates can be sourced at <http://www.wdol.gov/>

**Applicability of Federal Maintenance Wage Rates:** All maintenance projects or contracts as DSHA public housing sites which are greater than \$2,000, but not exceeding \$100,000, are subject to prevailing wage rates as determined or adopted by U.S. Department of Housing and Urban Development (HUD). All maintenance laborers and mechanics employed under contracts within this threshold, must be paid no less than the determined prevailing wage. Payroll verification forms must be submitted upon request.

**NOTE:** The current rates of pay which must be paid to employees employed in providing the proposed contract services is a wage no less than \$16.00 per hour for a Carpenter; \$15.00 for a Concrete Finisher; \$18.00 for a Plumber; \$18.00 for a HVAC Installer; \$13.00 for a Painter and \$11.00 for a General Laborer. These rates are subject to change as determined by HUD. Contractors will be advised of any change to this rate, and will be required to pay the prevailing wage rate throughout the entirety of the contract. Failure to do so may result in termination for cause.

### **Applicability of HUD Section 3 Requirements:**

The Contract(s) shall be subject to the requirements of Section 3 of the Housing Development Act of 1968, (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 25 CFR, Part 135, and any applicable rules and orders HUD issued thereunder prior to the execution of this contract.

### **Debarred, Suspended or Ineligible Entities**

The proposer certifies by submission of a proposal that it is not a debarred, suspended, or ineligible contractor by any Agency of Federal or State government. (No proposal received from a debarred, suspended, or ineligible contractor will qualify for award).

**NOTE: The continuation of the agreement is contingent upon funding appropriated by the United States Department of Housing and Urban Development (HUD).**

### **SECTION III**

The Delaware State Housing Authority reserves the right to reject any and all proposals, to accept or reject any part of any proposal, or to waive informalities and minor irregularities in the proposals. Proposals which contain erasures, alterations, conditional bids, omissions, or irregularities may be rejected.

The Authority reserves the right to award a contract based solely on the proposals received, or to negotiate further with one or more proposers. The proposer selected may be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of lowest price.

The authority may request additional information or clarification from proposers during the evaluation process. The prices quoted in the proposal must be firm and not subject to change by the proposer for ninety (90) days from the date of proposal opening.

The price shall represent the total cost to DSHA including direct, indirect, and out-of-pocket costs. The prices quoted in the proposal shall remain firm for the term of the contract. The contractor agrees, if successful, to execute a contract within fourteen (14) days after Notice of Award. No contract may be assigned, either in whole or in part, without prior approval of DSHA.

The successful contractor agrees that it shall indemnify and hold harmless the DSHA from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the successful contractor, its employees and invites on or about the premises and which arise out of the successful contractors' performance or failure to perform as specified in the contract.

Neither the contractor nor DSHA shall be held liable for non-performance under the terms and conditions to the contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of the contract.

Proposers may elect to take minor exception to the terms and conditions of this Request for Proposal. DSHA shall evaluate each exception according to the intent of the terms and conditions contained herein, but DSHA must reject exceptions that do not conform to State law and/or create inequality in the treatment of proposers. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the Proposal opening.

Proposers who elect to utilize sub-contractors for the purposes of providing any services described herein must include those entities in the proposal reply section. A contractor may not assign any interest in a DSHA Contract, and shall not transfer any assignment in the same (whether by assignment or novation), without the prior written consent of DSHA.

## **SECTION IV**

DSHA intends to award a contract(s) to the lowest responsible and responsive proposer(s) who best meet the terms and conditions of the Request for Proposal requirements, and who serves to provide the greatest benefit by serving the needs of DSHA. Award will be made on the basis of a contractor evaluation using a 100 point scoring system based on the following criteria:

1. Proposed costs to provide services contained herein – 25 points
2. Experience / demonstrated ability to perform services requested – 25 points
3. Capacity to perform services requested herein – 25 points
4. Contractor reputation, resources, experience, assets, financial resources, years in business and references – 25 points

Proposals will be evaluated by a team of DSHA employees based upon the foregoing criteria. DSHA reserves the right to reject any and all proposals in whole or in part; to make partial awards, whichever may be most advantageous to DSHA; at DSHA's sole discretion.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed herein:

### **DSHA HOUSING LOCATIONS:**

Burton Village - 37511 Burton Village Avenue, Rehoboth, Delaware 19971  
Clarks Corner - 52 Clarks Corner, Harrington, Delaware 19952  
Hickory Tree - 38083 Community Lane, Selbyville, Delaware 19975  
Holly Square - 400 N. Broad Street, Middletown, Delaware 19709  
Huling Cove & Annex - 1140 Savannah Road, Lewes, Delaware 19958  
Lavery Lane - # 1 Lavery Lane, Bridgeville, Delaware 19933  
Liberty Court - 1289 Walker Road, Dover, Delaware 19904  
McLane Gardens & Annex - 32 Monrovia Avenue, Smyrna, Delaware 19977  
Mifflin Meadows - 100 Mifflin Meadows Lane, Dover, Delaware 19901  
Peach Circle - 327 Paul Drive, Smyrna, Delaware 19977

### **DSHA OPERATIONS BUILDINGS:**

16, 18, 20, 22, 24 & 26 The Green – Dover, Delaware 19901  
118 Bank Lane – Dover, Delaware 19901

## **SECTION V**

### **Mandatory Licensing and Insurance Requirements:**

Prior to receiving an award, the successful proposer shall furnish the Delaware State Housing Authority with proof of the following:

1. State of Delaware Business License.
2. Certificate of Insurance.

As part of the agreement requirements, the contractor must obtain at its own cost and expense, and keep in force and effect during the term of this agreement, including extensions, the minimum insurance coverage and limits as specified below with a carrier satisfactory to DSHA.

Workmen's Compensation Insurance - under the laws of the State of Delaware and Employer's Liability Insurance with limits of no less than \$500,000 each accident, covering all Contractor's employees engaged in any work hereunder.

Comprehensive General Liability – Up to one million dollars (\$1,000,000) per occurrence, unless a lesser limit is agreed upon in advance with DSHA. This coverage shall include:

- Bodily Injury Liability – All sums which the company shall become legally obligated to pay as damages because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.
- Property Damage Liability – All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property caused by an occurrence.
- Contractual Liability – Covers premises and operations, independent contractors and product liability.
- Automotive Liability Insurance – Covers all automotive units used in the work with limits of a combined single limit each accident of \$1,000,000.

Thirty (30) days written notice of cancellation or material change of any policies is required.

Before any work is done hereunder, a Certificate of Insurance referencing DSHA as additional insured and the contract number assigned, shall be filed with DSHA. The certificate holder is as follows: Delaware State Housing Authority, 18 The Green, Dover, DE 19901, Attn: Administration.

### **Registration and Licensing**

When applicable, local licensing requirements shall also be met prior to commencement of work within local jurisdictions that require separate licensing.

### **Mandatory Proposal Submission Requirements**

1. The proposer will be responsible for filling out each form included in the proposal reply section. Signature entries enclosed in this section **MUST** be executed by a representative who has the legal capacity to commit the organization to a formal agreement with DSHA.
2. In order to have your proposal considered, please supply two (2) letters of reference consisting of current or previous customers for which your firm has provided Small Construction contractor services. Letters of reference are to include the name, address, telephone number, and primary contact name, as well as, a description of services provided.
3. The proposer will be required to provide proof of all mandatory licensing and insurance requirements at proposal submission.

## **SECTION VI**

### **Scope of Services and Warranties:**

The proposing contractor will be responsible for providing Small Construction Contractor Services for DSHA's housing sites and operational facilities. The Scope of Services shall include the supply of all labor, equipment and materials necessary to provide for Small Construction services, inclusive of repairs, alterations and/or rehabilitation.

It is the proposing contractor's responsibility to give all notices and render all services and to insure that all work and materials conform to industry standards, and applicable local, state, and federal codes and regulations. All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

The proposing contractor will warrant good title to all materials, supplies, and equipment incorporated in the work and agrees to indemnify and hold harmless DSHA from and against all claims by workers and material men. In addition to any other warranties in this contract, the proposing contractor will warrant that work performed under this contract will

conforms to the contract requirements and will be free of any defect in equipment, material, or workmanship performed by the contractor or any subcontractor or suppliers at any tier. This warranty shall continue for a period of one year for all construction fields, excluding painting, from the date of final acceptance of the work.

**Contractor Response Time:**

The proposing contractor will be responsible providing emergency responses upon request for the restoration of essential services (HVAC, plumbing, heating). Upon any request for an emergency response, the contractor is to respond and to begin service restoration within four (4) hours of notification. Emergency services will be billed on a time and materials basis.

**NOTE:** Emergency services is hereby defined as services required to correct or to restore existing condition that seriously threatens the public health, welfare, or safety, or endangers property or would otherwise cause serious injury to the DSHA, its tenants, employees, and visitors.

Upon a request for minor repair work, the contractor will be required to respond within and begin repairs within seventy-two (72) hours of notification. Minor repair work is billable on a time and materials basis.

Upon a request for an installation, alteration, major repair or rehabilitation service, the Contractor is to respond by providing a written proposal within five (5) working days of the initial field verification inspection for the applicable service requested. The services will commence as soon as possible upon proposal approval and be completed within fifteen (15) days of approval, unless otherwise indicated by written agreement.

**General Conditions:**

- A. Using or being under the influence of alcohol or drugs is prohibited while working on DSHA grounds. Smoking is only permitted in “designated areas” on DSHA grounds.
- B. Contractor(s) agrees to and requires his employees to disclose immediately or as soon as practical any hazardous conditions that may be found during the performance of work related to the services provided herein. Reports are to be made to the appropriate site manager, or designated DSHA maintenance personnel.

- C. It will be the responsibility of the contractor to meet all safety requirements while performing any services requested herein. Contractors are expected to meet all OSHA requirements and State and Local laws during the services of this contract.

## **SECTION VII**

### **PROPOSAL REPLY SECTION – SMALL CONSTRUCTION CONTRACTOR SERVICES**

- Please fill out fully and completely the following **PROPOSAL QUOTATION FORM** for the particular field of work for which you wish to apply.
- Proposals are due Thursday, May 3, 2018 at 2:00 p.m. local time and shall be valid for a period of ninety (90) days.
- Proposals shall be submitted in duplicate in an opaque, sealed envelope with the following endorsement typed or printed in the lower left corner: **“Proposal(s) for DSHA Small Construction Contractor Services”**.
- Submit proposal to the **Delaware State Housing Authority, 18 The Green, Dover, DE 19901**  
**Attn: Steve G. Gherke**
- Proposals will be opened publically at 2:00 p.m. local time on Thursday, May 3, 2018 at this location. Only the name of the proposer shall be read publically at this time, as the proposals will be evaluated privately.

#### 1. **PROPOSAL QUOTATION FORM**

- a. Proposed rates shall be based on a non-prevailing wage rate structure as any service request for a prevailing rate job (in excess of \$2,000.00) would be proposed on the basis of the current published prevailing rate determination that would apply to either the scope and nature of the work requested, or the job classification of the individual performing a specific job task.

#### 2. **PROPOSER WARRANTIES FORM** – 1 Page

#### 3. **CONTRACTOR INFORMATION FORMS** – 3 Pages

1.

**PROPOSAL QUOTATION FORM** – Masonry & Concrete Contractor Services

To: Delaware State Housing Authority  
18 The Green  
Dover, Delaware 19901  
Attn: Steve G. Gherke

Due Date: Thursday, May 3, 2018 at 2:00 p.m.

Project: Masonry & Concrete Contractor for DSHA Housing Sites and Operational Facilities.

The undersigned proposes to provide all labor and materials as required and called for to repair, maintain, alter, or rehabilitate DSHA facilities as requested.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed below.

Indicate with a check the housing sites or operational facilities you propose to service:

- 16, 18, 20, 22, 24, & 26 The Green and 118 Bank Lane, Dover, Delaware 19901
- Burton Village, Rehoboth, Delaware 19971
- Clarks Corner, Harrington, Delaware 19952
- Hickory Tree, Selbyville, Delaware 19975
- Holly Square, Middletown, Delaware 19709
- Huling Cove & Annex, Lewes, Delaware 19958
- Lavery Lane, Bridgeville, Delaware 19933
- Liberty Court, Dover, Delaware 19904
- Mclane Gardens & Annex, Smyrna, Delaware 19977
- Mifflin Meadows, Dover, Delaware 19901
- Peach Circle, Smyrna, Delaware 19977

**Proposed Rates for Services Provided (Non-Prevailing )**

1. Standard Non-Prevailing Labor Rate Costs per Man Hour

- a. Cement Finisher \$ \_\_\_\_\_ per man hour.
- b. Concrete Laborer \$ \_\_\_\_\_ per man hour.
- c. Brick Layer \$ \_\_\_\_\_ per man hour
- d. Mason Tender \$ \_\_\_\_\_ per man hour

2. Standard Rates for Specialized Services Provided

- a. New Concrete Sidewalk with Compacted Base \$ \_\_\_\_\_ per sq. ft.
- b. New Masonry Paver Sidewalk with Compacted Base \$ \_\_\_\_\_ per sq. ft.
- c. New Masonry Paver Sidewalk with Concrete Base \$ \_\_\_\_\_ per sq. ft.
- d. New Cement Block Work \$ \_\_\_\_\_ per block
- e. Footings \$ \_\_\_\_\_ per ln. ft.
- f. Masonry Repointing / Tuck Pointing \$ \_\_\_\_\_ per sq. ft.
- g. Brown Coat / Stucco Over Wire Mesh \$ \_\_\_\_\_ per sq. ft.
- h. Demolition of Concrete Sidewalk (remove & dispose) \$ \_\_\_\_\_ per sq. ft.
- i. Demo and Replace Concrete Sidewalk \$ \_\_\_\_\_ per sq. ft.
- j. Grinding Uneven or Raised Concrete Surfaces \$ \_\_\_\_\_ per sq. ft.
- k. Masonry Parging of Basement Walls \$ \_\_\_\_\_ per sq. ft.
- l. Sealing of Exterior Stucco Surfacing \$ \_\_\_\_\_ per sq. ft.

Percentage of Rate Increase for Worker Classifications Listed Above (Section 1) for any work taking place on nights, weekends, and holidays if applicable \_\_\_\_\_% per man hour.  
**(Allowable for Emergency Responses Only)**

Travel or service call charge if applicable \$ \_\_\_\_\_ per service call.  
**(Allowable for Emergency Responses Only)**

2.

**PROPOSAL QUOTATION FORM** – Painting Contractor Services

To: Delaware State Housing Authority  
18 The Green  
Dover, Delaware 19901  
Attn: Steve G. Gherke

Due Date: Thursday, May 3, 2018 at 2:00 p.m.

Project: Painting Contractor for DSHA Housing Sites and Operational Facilities.

The undersigned proposes to provide all labor and materials as required and called for to paint DSHA facilities as requested.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed below.

Indicate with a check the housing sites or operational facilities you propose to service:

- 16, 18, 20, 22, 24, & 26 The Green and 118 Bank Lane, Dover, Delaware 19901
- Burton Village, Rehoboth, Delaware 19971
- Clarks Corner, Harrington, Delaware 19952
- Hickory Tree, Selbyville, Delaware 19975
- Holly Square, Middletown, Delaware 19709
- Huling Cove & Annex, Lewes, Delaware 19958
- Laverty Lane, Bridgeville, Delaware 19933
- Liberty Court, Dover, Delaware 19904
- McLane Gardens & Annex, Smyrna, Delaware 19977
- Mifflin Meadows, Dover, Delaware 19901
- Peach Circle, Smyrna, Delaware 19977

**Residential Housing Units:**

<b>Size</b>	<b>Unoccupied (painting only)</b>	<b>Additional cost Per 2<sup>nd</sup> Coat, if required</b>	<b>Additional cost for occupied unit</b>
One (1) bedroom	\$ _____	\$ _____	\$ _____
Two (2) bedroom	\$ _____	\$ _____	\$ _____
Three (3) bedroom	\$ _____	\$ _____	\$ _____
Four (4) bedroom	\$ _____	\$ _____	\$ _____
Five (5) bedroom	\$ _____	\$ _____	\$ _____

Other interior/exterior painting:

Labor cost per man hour surface preparation and painting \$ \_\_\_\_\_.

Night, weekend, and holiday rates if applicable \$ \_\_\_\_\_ per man hour (on demand /emergency requests only).

Standard work crew consists of \_\_\_\_\_ workmen.

Travel or service call charge if applicable \$ \_\_\_\_\_ per service call (Allowable for emergency responses only)

3.

**PROPOSAL QUOTATION FORM** – Small Construction Contractor Services

To: Delaware State Housing Authority  
18 The Green  
Dover, Delaware 19901  
Attn: Steve G. Gherke

Due Date: Thursday, May 3, 2018 at 2:00 p.m.

Project: Small Construction Contractor for DSHA Housing Sites and Operational Facilities.

The undersigned proposes to provide all labor and materials as required and called for to repair, maintain, alter, or rehabilitate DSHA facilities as requested.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed below.

Indicate with a check the housing sites or operational facilities you propose to service:

- 16, 18, 20, 22, 24, & 26 The Green and 118 Bank Lane, Dover, Delaware 19901
- Burton Village, Rehoboth, Delaware 19971
- Clarks Corner, Harrington, Delaware 19952
- Hickory Tree, Selbyville, Delaware 19975
- Holly Square, Middletown, Delaware 19709
- Huling Cove & Annex, Lewes, Delaware 19958
- Laverty Lane, Bridgeville, Delaware 19933
- Liberty Court, Dover, Delaware 19904
- Mclane Gardens & Annex, Smyrna, Delaware 19977
- Mifflin Meadows, Dover, Delaware 19901
- Peach Circle, Smyrna, Delaware 19977

Proposed Rates for Services Provided (Non- Prevailing)

Labor Costs Per Hour:

Skilled Labor \$ \_\_\_\_\_ Per man hour.

Unskilled Labor \$ \_\_\_\_\_ Per man hour.

Standard work crew consists of \_\_\_\_\_ workmen at a labor rate of \$ \_\_\_\_\_ Per Hour.

Night, weekends, and Holiday rates if applicable \$ \_\_\_\_\_ Per Hour. (For emergency responses only)

Travel or service call charge if applicable \$ \_\_\_\_\_ Per service call. (For emergency responses only)

The maximum allowable percentage of mark-up for profit and overhead on materials is ten percent (10%) above contractors cost.

4.

**PROPOSAL QUOTATION FORM** – Plumbing Contractor Services

To: Delaware State Housing Authority  
18 The Green  
Dover, Delaware 19901  
Attn: Steve G. Gherke

Due Date: Thursday, May 3, 2018 at 2:00 p.m.

Project: Plumbing Contractor for DSHA Housing Sites and Operational Facilities.

The undersigned proposes to provide all labor and materials as required and called for to repair, maintain, alter, or rehabilitate DSHA facilities as requested.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed below.

Indicate with a check the housing sites or operational facilities you propose to service:

- 16, 18, 20, 22, 24, & 26 The Green and 118 Bank Lane, Dover, Delaware 19901
- Burton Village, Rehoboth, Delaware 19971
- Clarks Corner, Harrington, Delaware 19952
- Hickory Tree, Selbyville, Delaware 19975
- Holly Square, Middletown, Delaware 19709
- Huling Cove & Annex, Lewes, Delaware 19958
- Lavery Lane, Bridgeville, Delaware 19933
- Liberty Court, Dover, Delaware 19904
- Mclane Gardens & Annex, Smyrna, Delaware 19977
- Mifflin Meadows, Dover, Delaware 19901
- Peach Circle, Smyrna, Delaware 19977

Proposed Rates for Services Provided (Non-Prevailing)

Labor Costs Per Hour:

Skilled Labor \$ \_\_\_\_\_ Per man hour.

Unskilled Labor \$ \_\_\_\_\_ Per man hour.

Standard work crew consists of \_\_\_\_\_ workmen at a labor rate of \$ \_\_\_\_\_ Per Hour.

Night, weekends, and Holiday rates if applicable \$ \_\_\_\_\_ Per Hour. (For emergency responses only)

Travel or service call charge if applicable \$ \_\_\_\_\_ Per service call. (For emergency responses only)

The maximum allowable percentage of mark-up for profit and overhead on materials is ten percent (10%) above contractors cost.

5.

**PROPOSAL QUOTATION FORM** – Heating Ventilation & Air Conditioning (HVAC)  
Contractor Services

To: Delaware State Housing Authority  
18 The Green  
Dover, Delaware 19901  
Attn: Steve G. Gherke

Due Date: Thursday, May 3, 2018 at 2:00 p.m.

Project: HVAC Contractor for DSHA Housing Sites and Operational Facilities.

The undersigned proposes to provide all labor and materials as required and called for to repair, maintain, alter, or rehabilitate DSHA facilities as requested.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed below.

Indicate with a check the housing sites or operational facilities you propose to service:

- 16, 18, 20, 22, 24, & 26 The Green and 118 Bank Lane, Dover, Delaware 19901
- Burton Village, Rehoboth, Delaware 19971
- Clarks Corner, Harrington, Delaware 19952
- Hickory Tree, Selbyville, Delaware 19975
- Holly Square, Middletown, Delaware 19709
- Huling Cove & Annex, Lewes, Delaware 19958
- Lavery Lane, Bridgeville, Delaware 19933
- Liberty Court, Dover, Delaware 19904
- Mclane Gardens & Annex, Smyrna, Delaware 19977
- Mifflin Meadows, Dover, Delaware 19901
- Peach Circle, Smyrna, Delaware 19977

Proposed Rates for Services Provided (Non-Prevailing)

Labor Costs Per Hour:

Skilled Labor \$ \_\_\_\_\_ Per man hour.

Unskilled Labor \$ \_\_\_\_\_ Per man hour.

Standard work crew consists of \_\_\_\_\_ workmen at a labor rate of \$ \_\_\_\_\_ Per Hour.

Night, weekends, and Holiday rates if applicable \$ \_\_\_\_\_ Per Hour. (For  
emergency responses only).

Travel or service call charge if applicable \$ \_\_\_\_\_ Per Hour. (For  
emergency responses only).

The maximum allowable percentage of mark-up for profit and overhead on materials is ten percent (10%) above contractors

**PROFIT & OVERHEAD**

The maximum allowable percentage of mark up for profit and overhead on materials is ten (10) percent above the contractors cost. The contractor will be required to identify this figure when providing proposals for specific jobs requested.

This proposal shall be valid for a period of ninety (90) days after the proposal due date.

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

Address \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

**DELAWARE STATE HOUSING AUTHORITY**

**PROPOSER WARRANTIES**

- ❖ The proposer certifies that he is regularly engaged in the business of Small Construction Contractor Services.
- ❖ The proposer certifies that it has met with Housing Managers and inspected the facilities it proposes to service.
- ❖ The proposer certifies that it will provide all services as set forth in this Request for Proposal, and that it will not delegate or subcontract its responsibilities without prior written permission of the Delaware State Housing Authority.
- ❖ The proposer warrants that it is licensed to do business in the State of Delaware.
- ❖ The proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- ❖ The proposer certifies that it has not in any way colluded with any other proposer in connection with the attached proposal.
- ❖ The proposer acknowledges receipt of any/and all addendums that may be applicable to this solicitation.

Signature of Official: \_\_\_\_\_

Name (Typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

\_\_\_\_\_

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

**DELAWARE STATE HOUSING AUTHORITY**  
**CONTRACTOR INFORMATION FORM**

Please furnish the information requested below:

Business Name: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Authorized Agent(s): \_\_\_\_\_

Business Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

Describe in your particular field types of Small Construction contracting experience your company has:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Last year's gross sales dollar value:     \$ \_\_\_\_\_

How long has your company been in business?: \_\_\_\_\_

Has the company been in business under the same name?:     Yes\_\_\_\_\_     No\_\_\_\_\_

If the company name has changed, what was the original name(s)?

1. \_\_\_\_\_

2. \_\_\_\_\_

How many employees does your company have? \_\_\_\_\_

State of Delaware business License Number: \_\_\_\_\_

What is your company's current banking maximum credit line?:

Maximum Credit Line: \$ \_\_\_\_\_ Working Capital:     \$ \_\_\_\_\_

**REFERENCES:**

Work in Progress:

List the name(s), phone number and dollar value for two most recent jobs completed or in progress:

<b>Name</b>	<b>Phone Number</b>	<b>Value</b>

Past Work:

List the name(s), phone number and dollar value and completion date of at least two contracts that were completed at least a year ago:

<b>Name</b>	<b>Phone Number</b>	<b>Value</b>	<b>Completion Date</b>

Sub-Contractors :

List the business name(s), contact person(s), address, and phone number of any sub-contractor that may be utilized to provide any services contained herein:

<b>Business Name</b>	<b>Contact Person</b>	<b>Address</b>	<b>Phone Number</b>

Indicate with a Check Type of Business (If Applicable )

- Small Business
- Minority Owned Business Enterprise
- Women Owned Business Enterprise
- Veteran Owned Business Enterprise
- Service Disabled Veteran Owned Business Enterprise

Suppliers:

List two (2) major suppliers from whom you purchase your field(s) equipment and materials.  
List name and phone number(s) and credit line of each supplier:

	Name	Phone No.	Credit Line
1.	_____	_____	_____
2.	_____	_____	_____

List financial institutions, with which you have established credit, include maximum credit line:

	Institution	Maximum Credit Line
1.	_____	_____
2.	_____	_____
3.	_____	_____

Please attach a copy of the following:

1. Current State of Delaware Business License
2. Current liability insurance certificate.
3. Current workmen's compensation certificate.

To the best of my ability, I, the undersigned, assure that the information listed above is true and correct.  
I further authorize the Delaware State Housing Authority to verify the information supplied.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

Social Security No.     N/A     and/or Federal E.I. No. \_\_\_\_\_

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

- A. This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 25 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The Section 3 clause, set forth in 24 CFR, 135.20 (b) provides.
- a.) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Development Act of 1968, as amended, 12 USC 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 projects to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b.) The parties of the Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to the Contract certify and agree that they are under no contractual or other disability which that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c.) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d.) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - e.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors

and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.135.

- f.) Business concerns located within Section 3 covered project area means those business concerns located within the relevant Section 3 covered project area as determined pursuant to par. 135.15 and which qualify as socially or economically disadvantaged small business concerns. Business concerns which are at least 51% owned by a person(s) residing within the relevant Section 3 covered project areas as determined pursuant to par 135.15. Socially or economically disadvantaged small business means a business concern which qualified as small under the small business size standards of the SBA and whose principal owners participation in the free enterprise system has been hampered because of such factors as low income, unfavorable location as in areas impacted with low income housing or depressed rural area and areas of high unemployment or under employment; limited education, physical or other special handicap; inability to compete effectively in the market place because of prevailing or past restrictive practices. Such principal owners may include, but are not limited to, Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native and Women.

- B. Prior to the signing of the Contract, the CONTRACTOR shall provide a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees category) where known; where not known, such information shall be applied to the signing of any contract between the CONTRACTOR and subcontractor.

a.) Trainees

- 1.) Utilizing the maximum number of persons in the various training categories in all phases of such work to be performed under the Section 3 covered project, and
- 2.) Filling all vacant training positions with lower income project area residents except for those training positions which remain unfilled after a good faith effort has been made.
- 3.) "Manpower Utilization Table" - See Appendix No. 1.

b.) Residents as Employees

Each CONTRACTOR and subcontractor shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- 1.) Identifying the number of positions in the various occupational categories included skilled, semi-skilled, and unskilled labor needed to perform each phase of the Section 3 covered project.
- 2.) Identifying the number of positions currently occupied by regular, permanent employees.
- 3.) Establishing the positions not currently occupied by regular, permanent employees.

4.) Establishing the positions identified in paragraph (3) of this Part, a goal which is consistent with this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area.

5.) "Work Force Needs Table" - See Appendix No. 1.

c.) Utilization of Businesses

Each CONTRACTOR and subcontractor undertaking work on a Section 3 covered project shall assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to business concerns located within the Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered area.

1.) "Business Utilization Table" - See Appendix No. 2.

C. GOOD FAITH EFFORT

Each CONTRACTOR and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, has been made to fill all training positions with lower income area residents; and fill all employment positions identified in Section B, paragraph b, subparagraphs (3) and (4) shall:

- a.) Attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site and community organizations and public and private institutions operating within or serving the project area, such as State Employment Office and Opportunities Industrialization Center (OIC).
- b.) Maintain a list of all lower-income area residents who have applied either on their own or on referral from any source, and employ such persons if otherwise eligible and/or qualified and if a vacancy exists. If no vacancies exist, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.
- c.) Any CONTRACTOR or subcontractor which fills vacant apprentice and trainee positions and/or employment positions, identified in subparagraph b above, but more specifically identified in Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u, Section 135.40 and Section 135.55, in this organization immediately prior to undertaking work pursuant to a Section 3 covered contract shall set forth evidence acceptable to the Secretary that its action were not an attempt to circumvent these regulations.

D. AFFIRMATIVE ACTION

- a.) An Affirmative Action Plan pursuant to a Section 3 covered contract shall:
  - 1.) Set forth the appropriate number and estimated dollar value of contracts to be awarded to eligible businesses and entrepreneurs within each category over the duration of this contract.

- 2.) Ensure that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.
- b.) Each CONTRACTOR and subcontractor seeking to establish that a good faith effort has been made shall, as a minimum, attempt to recruit from the appropriate areas the necessary eligible business concerns through:
- 1.) Local advertising
  - 2.) Signs placed at the site
  - 3.) Community organizations, public and private institutions operating or serving within the project area such as P.A.C., OIC and State Employment Offices.

E. CERTIFICATES OF COMPLIANCE

The CONTRACTOR shall execute the Certificate of Compliance (Appendix No. 3) and cause all subcontractors undertaking work in connection with this contract to furnish the same.

APPENDIX NO. 1

WORK FORCE UTILIZATION TABLE

OCCUPATION  (write list)	TOTAL WORK FORCE	SKILLED	TRAINEES	NO. OF PROJECT AREA RESIDENTS TO BE UTILIZED	
				Skilled	Trainee
TOTAL					

EMPLOYMENT CERTIFICATION

- A. The Company hereby certifies that the above table represents the appropriate number of employee positions required in the execution of Contract No. \_\_\_\_\_ and also represents the number of lower income project area residents that the company proposes to employ.
- B. The Company certifies that it will make a good faith effort to employ the number of lower income employees stated above utilizing such community based organizations and service agencies as \_\_\_\_\_, Opportunities Industrialization Center (OIC); and on the site company employment posters.
- C. The Company certifies that the employee goals listed in the above table approximate the ratio of lower income residents to the total population of the project area.

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

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

APPENDIX NO. 2

UTILIZATION OF SECTION 3 PROJECT BUSINESSES

The Company shall utilize business concerns located in \_\_\_\_\_, Project No. \_\_\_\_\_, in contracting for work to be performed in connection with the completion of the contract. To this end, the Company shall require the services of companies in the project area engaged in the business of \_\_\_\_\_

SUBCONTRACTS (write list)	TOTAL SUBCONTRACT DOLLAR AMOUNT	PROPOSED SECTION 3 BUSINESSES AVAILABLE FOR USE	TOTAL SUBCONTRACTOR SECTION 3 BUSINESS DOLLAR AMOUNT

\_\_\_\_\_ Company

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

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

APPENDIX NO. 3

SECTION 3 CERTIFICATION

TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES  
FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC of 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
  
- B. Notwithstanding any other provision of this contract, the Contractor shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973) and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The Contractor contracts for work in connection with the project. The Contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these regulations.
  
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this contract shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its contractors and subcontractors, its successors, and assigns to the sanctions specified by this Contract and to such sanctions as are specified by 24 CFR Section 135.135.

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

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

General Decision Number: DE180001 01/05/2018 DE1

Superseded General Decision Number: DE20170001

State: Delaware

Construction Type: Residential

Counties: Delaware Statewide.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

\* SUDE1990-001 04/01/1990

	Rates	Fringes
BRICKLAYER		
KENT AND SUSSEX COUNTIES...\$	12.50	.63
CARPENTER (Excluding Drywall Hangers)		
NEW CASTLE COUNTY.....\$	10.59	2.05
CARPENTER		
KENT AND SUSSEX COUNTIES...\$	9.75	.65
Concrete Finisher		
KENT AND SUSSEX COUNTIES...\$	9.69	
DRYWALL HANGER		
NEW CASTLE COUNTY.....\$	10.79	
ELECTRICIAN		
KENT AND SUSSEX COUNTIES...\$	10.00	
NEW CASTLE COUNTY.....\$	9.12	

## Laborers:

## Landscape

KENT AND SUSSEX COUNTIES...\$ 7.25

## Mason Tenders (Brick)

KENT AND SUSSEX COUNTIES...\$ 7.25 .63

## Unskilled

KENT AND SUSSEX COUNTIES...\$ 7.25

## UNSKILLED

NEW CASTLE COUNTY.....\$ 7.25

## PAINTER

NEW CASTLE COUNTY.....\$ 9.00

## PLUMBER

KENT AND SUSSEX COUNTIES...\$ 8.92

NEW CASTLE COUNTY.....\$ 9.80

## Power equipment operators:

## Backhoe

KENT AND SUSSEX COUNTIES...\$ 10.15

ROOFER, Including Built Up,  
Composition and Single Ply  
Roofs

NEW CASTLE COUNTY.....\$ 9.79

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISION

General Decision Number: DE180013 02/09/2018 DE13

Superseded General Decision Number: DE20170013

State: Delaware

Construction Type: Building

County: Kent County in Delaware.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/19/2018
2	02/09/2018

BOIL0013-009 01/01/2016

	Rates	Fringes
BOILERMAKER.....	\$ 42.26	37.02

BRDE0001-001 05/01/2017

	Rates	Fringes
BRICKLAYER		
Brick Refractory/Brick Placement Worker.....	\$ 32.51	22.41
Bricklayer.....	\$ 30.63	22.66

\* CARP0173-009 05/01/2017

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall		

Hanging, Form Work, Metal  
Stud Installation, Scaffold  
Building, Excludes  
Masonry/Brick, and Excludes  
Soft Floor Layer).....\$ 31.62 22.94

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CARP0251-008 05/01/2016

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.96	21.04

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CARP1906-003 07/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 36.05	30.63

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ELEC0313-002 06/01/2017

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms, HVAC/Temperature Controls and Sound and Communication Systems).....	\$ 38.23	30.06

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ELEV0005-003 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.76	32.645+A&B

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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ENGI0542-003 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 39.08	24.88+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

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 IRON0451-003 07/01/2017

	Rates	Fringes
IRONWORKER (Ornamental and Reinforcing).....	\$ 33.60	30.10

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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 LABO0199-005 05/01/2016

	Rates	Fringes
LABORER Backfiller, Common or General, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 24.55	19.30
Mason Tender - Cement/Concrete.....	\$ 24.80	19.30

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 PAIN0252-002 05/01/2017

	Rates	Fringes
GLAZIER.....	\$ 41.30	28.06

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 PLAS0008-006 05/01/2017

	Rates	Fringes
PLASTERER (Fireproofers).....	\$ 37.42	28.83

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 PLAS0592-009 05/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 30.79	24.58

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 PLUM0074-002 06/13/2016

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes Industrial Work).....	\$ 48.83	33.30

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day, and General Election Day.

PLUM0074-003 06/13/2016

	Rates	Fringes
PIPEFITTER (INDUSTRIAL).....	\$ 48.83	33.30

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day, and General Election Day.

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SFDE0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.35	21.69

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SHEE0019-021 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 31.31	36.01

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SUDE2014-004 01/20/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.42	15.04
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 47.71	8.41
OPERATOR: Bulldozer.....	\$ 25.89	0.00
OPERATOR: Crane.....	\$ 31.59	16.83
PAINTER (Brush and Roller).....	\$ 40.57	0.94
PLUMBER.....	\$ 45.40	16.23
ROOFER (Installation of Metal Roofs Only).....	\$ 39.09	30.77
ROOFER, Excludes Installation of Metal Roofs.....	\$ 27.98	27.90
TILE FINISHER.....	\$ 35.40	4.31
TILE SETTER.....	\$ 57.98	1.11

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: DE180014 02/09/2018 DE14

Superseded General Decision Number: DE20170014

State: Delaware

Construction Type: Building

County: New Castle County in Delaware.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/19/2018
2	02/09/2018

BOIL0013-009 01/01/2016

	Rates	Fringes
BOILERMAKER.....	\$ 42.26	37.02

BRDE0001-001 05/01/2017

	Rates	Fringes
BRICKLAYER		
Brick Refractory/Brick Placement Worker.....	\$ 32.51	22.41
Bricklayer.....	\$ 30.63	22.66

\* CARP0173-009 05/01/2017

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall		

Hanging, Form Work, Metal  
Stud Installation, Scaffold  
Building, Excludes  
Masonry/Brick, and Excludes  
Soft Floor Layer).....\$ 31.62 22.94

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CARP0251-008 05/01/2016

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.96	21.04

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CARP1906-003 07/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 36.05	30.63

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ELEC0313-002 06/01/2017

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms, HVAC/Temperature Controls and Sound and Communication Systems).....	\$ 38.23	30.06

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ELEV0005-003 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.76	32.645+A&B

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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ENGI0542-003 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 39.08	24.88+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

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 IRON0451-005 07/01/2017

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 33.60	30.10

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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 LABO0199-005 05/01/2016

	Rates	Fringes
LABORER Backfiller, Common or General, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 24.55	19.30
Mason Tender - Cement/Concrete.....	\$ 24.80	19.30

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 PAIN0252-002 05/01/2017

	Rates	Fringes
GLAZIER.....	\$ 41.30	28.06

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 PLAS0008-006 05/01/2017

	Rates	Fringes
PLASTERER (Fireproofers).....	\$ 37.42	28.83

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 PLAS0592-009 05/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 30.79	24.58

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 PLUM0074-002 06/13/2016

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes Industrial Work).....	\$ 48.83	33.30

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day, and General Election Day.

PLUM0074-003 06/13/2016

	Rates	Fringes
PIPEFITTER (INDUSTRIAL).....	\$ 48.83	33.30

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day, and General Election Day.

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SFDE0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.35	21.69

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SHEE0019-021 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 31.31	36.01

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SUDE2014-005 01/20/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 33.96	0.00
OPERATOR: Bulldozer.....	\$ 25.89	0.00
OPERATOR: Crane.....	\$ 32.40	18.27
PAINTER (Brush and Roller).....	\$ 38.80	0.91
PLUMBER.....	\$ 47.73	18.40
ROOFER (Installation of Metal Roofs Only).....	\$ 39.09	30.77
ROOFER, Excludes Installation of Metal Roofs.....	\$ 27.98	27.90
TILE FINISHER.....	\$ 35.40	4.31
TILE SETTER.....	\$ 57.98	1.11

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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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:

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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:

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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 Decision Number: DE180015 01/19/2018 DE15

Superseded General Decision Number: DE20170015

State: Delaware

Construction Type: Building

County: Sussex County in Delaware.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/19/2018

BOIL0013-009 01/01/2016

	Rates	Fringes
BOILERMAKER.....	\$ 42.26	37.02

BRDE0001-001 05/01/2017

	Rates	Fringes
BRICKLAYER		
Brick Refractory/Brick		
Placement Worker.....	\$ 32.51	22.41
Bricklayer.....	\$ 30.63	22.66

CARP0173-011 05/01/2017

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal		

Stud Installation, Scaffold  
 Building, Excludes  
 Masonry/Brick, and Excludes  
 Soft Floor Layer).....\$ 24.98 17.84

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 CARP0251-008 05/01/2016

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.96	21.04

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 CARP1906-003 07/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 36.05	30.63

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 \* ELEC0313-002 06/01/2017

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms, HVAC/Temperature Controls and Sound and Communication Systems).....	\$ 38.23	30.06

-----  
 \* ELEV0005-003 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.76	32.645+A&B

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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 ENGI0542-003 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 39.08	24.88+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

IRON0451-003 07/01/2017

	Rates	Fringes
IRONWORKER (Ornamental and Reinforcing).....	\$ 33.60	30.10

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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LABO0199-006 05/01/2016

	Rates	Fringes
LABORER		
Backfiller, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 24.55	19.30
Mason Tender - Cement/Concrete.....	\$ 24.80	19.30

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PAIN0252-002 05/01/2017

	Rates	Fringes
GLAZIER.....	\$ 41.30	28.06

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PLAS0008-006 05/01/2017

	Rates	Fringes
PLASTERER (Fireproofer).....	\$ 37.42	28.83

-----  
PLAS0592-009 05/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 30.79	24.58

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PLUM0074-003 06/13/2016

	Rates	Fringes
PIPEFITTER (INDUSTRIAL).....	\$ 48.83	33.30

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day, and General Election Day.

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PLUM0486-001 04/01/2015

	Rates	Fringes
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PIPEFITTER (Includes HVAC  
Pipe Installation and  
Excludes Industrial Work).....\$ 36.865 18.12

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SFDE0669-002 04/01/2017

Rates Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 35.35 21.69

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SHEE0019-021 07/01/2017

Rates Fringes

SHEET METAL WORKER (Includes  
HVAC Duct Installation).....\$ 31.31 36.01

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SUDE2014-006 01/20/2016

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 43.59 7.41

LABORER: Common or General.....\$ 24.45 8.65

OPERATOR:  
Backhoe/Excavator/Trackhoe.....\$ 36.08 12.02

OPERATOR: Bulldozer.....\$ 25.89 0.00

OPERATOR: Crane.....\$ 31.59 16.83

PAINTER (Brush and Roller).....\$ 40.57 0.94

PLUMBER.....\$ 45.40 16.23

ROOFER (Installation of Metal  
Roofs Only).....\$ 39.09 30.77

ROOFER, Excludes Installation  
of Metal Roofs.....\$ 27.98 27.90

TILE FINISHER.....\$ 35.40 4.31

TILE SETTER.....\$ 57.98 1.11

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

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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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:

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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:

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

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

=====  
END OF GENERAL DECISION

General Decision Number: DE180019 01/05/2018 DE19

Superseded General Decision Number: DE20170019

State: Delaware

Construction Type: Highway

County: Kent County in Delaware.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

SUDE2016-001 04/11/2016

	Rates	Fringes
BRICKLAYER.....	\$ 50.49	
CARPENTER.....	\$ 52.81	
CEMENT MASON/CONCRETE FINISHER...	\$ 30.96	
ELECTRICIAN		
Electrician.....	\$ 65.10	
Line Workers.....	\$ 44.82	
IRONWORKER.....	\$ 24.64	
LABORER.....	\$ 39.35	
MILLWRIGHT.....	\$ 16.14	
PAINTER.....	\$ 63.14	
POWER EQUIPMENT OPERATOR		
Piledriver.....	\$ 24.52	

Power Equipment Operators...\$ 40.89

SHEET METAL WORKER.....\$ 20.97

TRUCK DRIVER.....\$ 29.14

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

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

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

Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: DE180020 01/05/2018 DE20

Superseded General Decision Number: DE20170020

State: Delaware

Construction Type: Highway

County: New Castle County in Delaware.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

SUDE2016-002 04/23/2015

	Rates	Fringes
BRICKLAYER.....	\$ 50.49	
CARPENTER.....	\$ 52.81	
CEMENT MASON/CONCRETE FINISHER...	\$ 31.10	
ELECTRICIAN		
Electrician.....	\$ 65.10	
Line Workers.....	\$ 23.23	
IRONWORKER.....	\$ 43.56	
LABORER.....	\$ 33.59	
MILLWRIGHT.....	\$ 16.63	
PAINTER.....	\$ 63.14	
POWER EQUIPMENT OPERATOR		
Piledriver.....	\$ 68.57	

Power Equipment Operators...\$ 41.90  
 SHEET METAL WORKER.....\$ 23.49  
 TRUCK DRIVER.....\$ 34.02

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

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

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

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

#### Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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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:

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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:

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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:

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Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: DE180021 01/05/2018 DE21

Superseded General Decision Number: DE20170021

State: Delaware

Construction Type: Highway

County: Sussex County in Delaware.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

SUDE2016-003 04/23/2015

	Rates	Fringes
BRICKLAYER.....	\$ 14.98	
CARPENTER.....	\$ 41.97	
CEMENT MASON/CONCRETE FINISHER...	\$ 26.79	
ELECTRICIAN		
Electrician.....	\$ 65.10	
Line Workers.....	\$ 21.94	
IRONWORKER.....	\$ 26.17	
LABORER.....	\$ 38.63	
MILLWRIGHT.....	\$ 13.93	
PAINTER.....	\$ 63.14	
POWER EQUIPMENT OPERATOR		
Piledriver.....	\$ 27.82	

Power Equipment Operators...\$ 29.07

SHEET METAL WORKER.....\$ 18.99

TRUCK DRIVER.....\$ 35.50

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

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END OF GENERAL DECISION

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative 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

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) 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 only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to 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.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

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

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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 OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (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 shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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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 the 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 provisions set forth in paragraph (a) of this clause, 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 provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, 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 provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

# General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

## 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

## 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

## 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

## 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

## 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

## 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative 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

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- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
  - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

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

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
  - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) 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 shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.
- (iii) 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 of the Wage and Hour Division 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.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) 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.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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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.

(b) **Withholding of Funds.** 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) 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; and
- (C) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

- (d) 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 (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

- (e) 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 in 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 in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in 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.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Delaware State Housing Authority (DSHA)  
Supplier Diversity Action Plan

Purpose and Definitions

- The purpose of DSHA’s Supplier Diversity Action Plan is to ensure that minority, women, veteran, individuals with disabilities- owned business enterprises (MBE/WBE/VBE/IWDBE), or Small Business Focus Program (SBFP) vendor are afforded full, equitable, and fair opportunities to compete for DSHA purchasing dollars.
- “Minority and/or women business enterprise” means a for-profit business that is at least 51 percent owned and at least 51 percent managed by a minority and/or woman as certified by the Office of Supplier Diversity (OSD), Delaware Department of Transportation’s (DelDOT) Disadvantaged Business Enterprise (DBE) Program, or self-identified to DSHA.
- “Veteran” means an individual who has served in the United States military or has served in the National Guard of the United States for six months, and has received a discharge other than a dishonorable discharge.
- “Small Business Focus Program” means the program developed in accordance with Section 12(g) of Executive Order Forty – Four.
- The definition of a minority follows that of the U.S. Census Bureau.
- This DSHA Supplier Diversity Action Plan has been drafted in accordance with Governor’s Executive Order No. 44, Council on Housing Resolution No. 398, and U.S. Department of Housing and Urban Development (HUD) requirements.

Scope of Plan

- The scope of DSHA’s Supplier Diversity Action Plan includes all direct procurement accomplished by the agency, both federal and non-federal. For specific HUD requirements see in particular legislative mandates (Attachment C), including 24 CFR Part 85.36 and 24 CFR Part 92.351.
- DSHA reporting of its supplier diversity efforts will necessarily be a combination of expenditures in both the state system and DSHA’s internal accounting system.
- DSHA will encourage its partners in non-direct assistance programs to also provide opportunities for MBE/WBE/VBE/IWDBE/SBFP vendors to be consistent with the intent of Council on Housing Resolution No. 398.

### Supplier Diversity Outreach Efforts

- DSHA will participate in annual state events such as the Governor's Enterprise Conference and the Delaware Economic Development Office's Diversity Summit, and will research the opportunities to organize similar type events for the state's housing providers consistent with the intent of Council on Housing Resolution No. 398.
- DSHA will disseminate information on state supplier diversity initiatives to its contractors and vendors who contact DSHA seeking business opportunities.
- DSHA will provide links to the OSD on DSHA's website.
- DSHA will identify and recruit MBE/WBE/VBE/IWDBE/SBFP vendors for certification by the OSD.
- DSHA will also consult the OSD Directory in its own procurement.

### Reporting

- DSHA will track the participation of MBE/WBE/VBE/IWDBE and annually evaluate DSHA's efforts.
- DSHA will submit HUD Form 2516 on contractor/subcontractor MBE/WBE activity by federal fiscal year basis in October for HUD Public Housing and Community Planning and Development programs such as CDBG and HOME.
- DSHA will initiate the use of a substitute W-9 form, which will be completed by all new vendors. This form has pull down boxes, which allow vendors to identify as diverse business enterprises.
- DSHA will provide a copy of its annual evaluation of all DSHA programs to OSD.

### Procurement Procedures

- For procurements paid through the state financial system, notices for proposals/bids will be posted on the state central portal [www.bidsdelaware.gov](http://www.bidsdelaware.gov), as well as DSHA's web site [www.destatehousing.com](http://www.destatehousing.com), and qualified MBE/WBE/VBE/IWDBE/SBFP vendors will be notified using the OSD Directory.
- For procurements paid through DSHA's internal financial system, notices for proposals/bids will be posted on DSHA's web site and qualified MBE/WBE/VBE/IWDBE/SBFP vendors will be notified using the OSD Directory.
- Notices for all procurements will encourage proposals from MBE/WBE/VBE/IWDBE/SBFP vendors.

- Subcontractor data will be solicited on contracts as applicable.
- For procurements under the competitive spending thresholds, DSHA will solicit at least one certified MBE/WBE/VBE/TWDBE/SBFP vendor as available.

DSHA Liaison/Contact

- Michael T. Miles, Contract Procurement Officer, is the appointed liaison/contact for the Office of Supplier Diversity (OSD).

Revised: 13 June 2016