

CROSBY STREET CONTROLLED ACCESS GATE RENOVATION



**HOUSTON HOUSING AUTHORITY
2640 FOUNTAIN VIEW DRIVE
HOUSTON, TEXAS 77057**

C/O

**ALLIED ORION GROUP, LLC
2051 GREENHOUSE ROAD, #300
HOUSTON, TEXAS 77084**

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SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK INCLUDED

A. Work covered by the Contract Documents includes all aspects of:

1. Removing existing above ground gate components.
2. Relocating one gate actuator.
3. Providing and installing new gate posts in concrete footings, swing gates with safety features, traffic safety loop detectors, gate actuator, concrete and masonry pads for mounting of gate actuators, gate access controls, 911 access response equipment, training and assisting facility personnel with setting up and activating access controls.

B. Contractor's Duties:

1. Except as specifically noted, secure, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Other facilities and services necessary for proper execution and completion of work.
 - d. Permits and licenses.
2. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of work.
3. Submit written notice to the Consultant of any informality, error, defect, conflict or inconsistency regarding the plans and specifications. Under such conditions the following protocol will apply to this Project.
 - a. The Contractor shall obtain written clarification regarding the conflict or inconsistency from the Consultant before proceeding with the Work.
 - b. The Contractor shall notify the Consultant whenever tests are required either by codes, material manufacturer or Consultant, so that a representative can be present to supervise the testing. No credit will be given for any test performed without a representative from the Consultant present unless written agreement is received to do otherwise.
 - c. The Contractor shall assume responsibility for work known to be contrary to such requirements and undertaken without proper notification.

4. Enforce strict discipline and good order among employees. Do not employ:
 - a. Unfit persons.
 - b. Persons not skilled in tasks being addressed
5. Checking Dimensions at Site:
 - a. Verify all measurements before ordering any materials or doing any work.
 - b. Report any discrepancies to the Consultant for instructions before proceeding.
6. Approval of Working Surface:
 - a. Notify the Consultant of any unsatisfactory condition before performing work over work by other contractors.
 - b. Beginning work in an area constitutes that firm's acceptance of all previous work.
7. Maintain safety barricades separating public from construction activities.
8. Provide a traffic control program for Owner approval.

1.02 CONTRACTS

- A. Install the Work under a lump sum contract.

1.03 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 1. Law
 2. Ordinance
 3. Permits
 4. Contract Documents
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Obtain and pay for use of additional storage or work areas needed for operations.

1.04 TIME OF COMMENCEMENT AND COMPLETION

- A. The Contractor shall commence Work within the time specified, and the rate of progress shall be such that all Work will be performed and the premises left acceptably clean within the number of working days stipulated by the Agreement, unless an extension of time is allowed in accordance with terms and conditions of the Agreement.

1.05 ON-SITE SUPERVISION

- A. The Contractor is responsible for the management and control of the Work. A competent manager or superintendent with qualifications satisfactory to the Consultant shall be present on-site at all times during construction progress. That person must have full authority to represent the Contractor as their agent for the Work. A letter of authorization from the Contractor will be required to such effect.

1.06 METHODS, TECHNIQUES AND SEQUENCING OPERATIONS

- A. The Contractor shall furnish all labor and materials necessary to complete the Work and shall be responsible for providing all methods, techniques, sequencing and operations, as well as all analyses and reports required by the Contract Documents.

PART 2 MATERIALS

1.01 GATES AND FENCING

- A. All gates and fencing and associated hardware will be of material types as specified, provided and installed in a neat, undamaged, plumb, straight and precise condition.
- B. All steel gates and fencing and associated hardware shall have a G-90 galvanized coating, which shall be pre-treated with specified chemical wash, be primed coated and then painted. All paint coating shall be shop-applied, with field painting held to a minimum.
- C. Field welding will be held to minimum.

1.02 ELECTRONIC COMPONENTS

- A. Provide electronic equipment as specified.

PART 3 EXECUTION

1.01 CONTRACTOR

- A. The Prime Contractor shall be a firm experienced with application and installation of materials and equipment specified, and shall have installed similar materials and equipment components similar in magnitude and complexity to the Project, and shall provide labor and materials in such a manner as to provide a durable gate system.

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INSTRUCTION TO BIDDERS

PART ONE GENERAL

1.01 OWNER

A. The Owner for this construction Project is:

1. **HOUSTON HOUSING AUTHORITY**
2640 Fountain View Drive
Houston, Texas 77057
713.260.0500

B. The Owner' Representative is:

1. **CYNTHIA Y. FOWLER, Sn. Reg. Supervisor**
Allied Orion Group, LLC
2051 Greenhouse Road
Suite #300
Houston, Texas 77084
2. **STEVE HARDY, Consultant**
JS Hardy llc
11111 Grant Road
Suite #736
Cypress, Texas 77429
713.991.0992

1.02 PROJECT

A. Project name and location is:

CROSBY STREET CONTROLLED ACCESS GATE RENOVATION
900 Crosby Street
Houston, Texas 77019

1.03 BIDDER QUALIFICATIONS

A. The Owner will only accept Bid Proposals from Contractors meeting qualifications as outlined in Contract Documents.

1.04 PRE-BID CONFERENCE

A. Pre-Bid Meeting is scheduled for 1:30PM, August 31, 2015 at Property Manager Office, located at 1600 Allen Parkway, Houston, Texas.

1.05 WORK SCHEDULE

- A. The Project is to be completed within 30 calendar days from the date of Notice To Proceed. It is the Owner's present intention that the Date of Completion shall be on or before **10 OCTOBER, 2015**.

1.06 BID PROCEDURES

- A. Bidders are required to complete fully and accurately the Bid Proposal form included herein under Specification Section 00 41 13.

1.07 BIDDING TIME AND DATE

The Owner Representative will receive Bids until **12:00 PM CST on 08 September 2015** in their offices located at:

Cynthia Fowler
Allied Orion Group, LLC
2051 Greenhouse Road, Suite #300
Houston, Texas 77084

Bids can be mailed, faxed or e-mailed to the following:

FAX 713.622.4762
EM cfowler@allied-orion.com

- A. Bids will be opened privately and the Owner will announce their decision within one (3) business days.

1.08 BIDDING DOCUMENTS

- A. One complete set of bidding documents will be furnished to each Bidder.

1.09 OWNER'S RIGHT

- A. The Owner reserves the right to waive irregularities and to reject any and/or all bids.

PART TWO

Not Used

PART THREE

Not Used

END OF SECTION

BID FORM

Project: **CROSBY STREET CONTROLLED GATE ACCESS RENOVATION**
900 Cosby Street
Houston, Texas 77019

Owner: **HOUSTON HOUSING AUTHORITY**
2640 Fountain View Drive
Houston, Texas 77057
713.260.0500

Bid To: **CYNTHIA Y. FOWLER, Sn. Reg. Supervisor**
Allied Orion Group, LLC
2051 Greenhouse Road, Suite #300
Houston, Texas 77084
P 713.622.5844 / FAX 713.622.4762 / EM cfowler@allied-orion.com

Be It Known:

Having carefully examined the General Conditions, Supplementary Conditions, Drawings and Specifications for the Project referenced above, including all Addenda Bulletins, and having visited the site, and having examined all conditions affecting operations, the undersigned proposes to furnish all labor, materials, equipment, taxes, supervision, administration, insurance, bonds, permits and incidentals required to complete the Work as specified.

1.0 GENERAL

- 1.1 All bids, alternates, unit prices and additional bid items will include total costs of labor, materials, equipment, applicable taxes, insurance, bonds and incidentals required to perform the specified Work in accordance with the Project Manual, as well as approved manufacturers' requirements and recommendations. Any applicable costs for City Permits will also be included.

2.0. BASE BID

- 2.1. Furnish labor, materials, equipment, applicable taxes, insurance, bonds as required and incidentals as required to perform the Work described herein. All work shall be complete in every respect and constructed in accordance with the Project Manual and Contract Documents. The Work includes but is not limited to the following:

2.1.1. Provide all labor including labor burden, materials, equipment, disposal, insurance, permits, materials testing and material manufacturer's warranty fees required to:

Remove and/or relocate existing gate equipment and systems and install new gate system.

2.1.2. The Base Bid is predicated upon Notice To Proceed being issued to Contractor within 5 calendar days of receipt of Bid.

2.2. PRICING

2.2.1. Base Bid: _____ Dollars
(\$ _____)

2.2.3. Additional Bid Items:

Provide new Linear Model AE1000 Plus Gate Opener for total installed price of: _____ Dollars
(\$ _____)

3.0 BONDS

3.1 If Base Bid Pricing exceeds \$25,000, Contractor agrees to furnish a Performance Bond for 100% of Contract Amount, as well as Labor and Material Payment Bond covering the full contract price.

4.0 ACCEPTANCE

4.1 The Contractor agrees to hold prices firm for ten (10) days. Owner reserves the right to accept or reject this proposal without cause.

5.0 DISCLOSURES

5.1 In preparing the proposal form, Bidders are required to list below the major subcontractors whose prices are incorporated in their Bid. Generally, trades listed should be those involving significant amounts or special technical items. If not applicable, write "None".

Trade	Subcontractor
_____	_____
_____	_____

6.0.COMPLETION OF WORK

Should the undersigned be notified of the acceptance of this proposal, they agree to

execute a contract for the above mentioned work in compliance with the Contract Documents and this Proposal form. They further agree to guarantee completion of Base Bid Work within _____ calendar days after issuance of Notice To Proceed by Consultant. Reasonable extensions of time may be granted when requested in writing in a timely manner. Substantial Completion shall be defined as a 95% completed Project.

Signed: _____

Title: _____

Company: _____

Address: _____

Date _____

END OF SECTION

*Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the _____, in the year 2015,

BETWEEN the Owner: **HOUSTON HOUSING AUTHORITY**
2640 Fountain View Drive
Houston, Texas 77057

and the Contractor:

The Project is: **CROSBY STREET CONTROLLED ACCESS GATE**
900 Crosby Street
Houston, Texas 77019

The Owner Representative is: **CYNTHIA Y. FOWLER, Sn. Reg. Supervisor**
Allied Orion Group, LLC
2051 Greenhouse Road, Suite #300
Houston, Texas 77084

The Consultant is: **JS HARDY, LLC**
11111 Grant Road, Suite #736
Houston, Texas 77429

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

- 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.1.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten Percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-2007;
 - 5.1.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten Percent (10%);
 - 5.1.6.3** Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-2007.
- 5.1.7** The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:
- 5.1.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Consultant shall determine for incomplete Work, retainage applicable to such work and unsettled claims and;
 - 5.1.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-2007.
- 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:
- 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

- 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
- 5.2.1.1** The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment and;
 - 5.2.1.2** A final Certificate of Completion has been issued by the Consultant.
- 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Consultants Certificate of Completion, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

- 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.
- 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
- 7.3 The Owner's representative for contract administration is: Steve Hardy of JS HARDY llc
11111 Grant Road, Ste. 736
Cypress, Texas 77429
713.991.0992 / steve@jshardy.com
- 7.4 The Contractor's representative is:
- 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.
- 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

- 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
 - 8.1.1 The Agreement is this edition of the Standard Form of Agreement Between Owner and Contractor.
 - 8.1.2 The General Conditions are the 2007 edition of the General Conditions of the Contract for Construction, AIA Document A201-2007.
 - 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 25, 2015.
 - 8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3.
 - 8.1.5 The Drawings are as follows:

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Consultant for use in the administration of the Contract, and the remainder to the Owner.

HOUSTON HOUSING AUTHORITY

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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 \$ _____ [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 \$ _____ [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

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

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

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.

I hereby acknowledge receipt of HUD-5730-EZ, General Contract Conditions for Small Construction/Development Contracts.

Signature

Date

Company

Please use this space to list the product(s) or service(s) your company offers.
Please attach additional pages if necessary.

SIGN BELOW

Signature of Authorized Representative of Vendor

Date

The applicable terms and conditions that are referenced on HHA's purchase orders can be found at:
<http://www.housingforhouston.com/doing-business-with-hha/forms.aspx>.

HHA prefers that vendors return this form via email to Purchasing@housingforhouston.com. However, you may also return the form via the following methods:

Delivery
Houston Housing Authority
Procurement Department
2640 Fountain View Dr., Suite 408
Houston, TX 77057

Fax
(713) 260-0810

If you have questions, you may contact the Procurement Department at Purchasing@housingforhouston.com.



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The Contractor agrees to make its best efforts to expend at least 30% of the total dollar amount of the Contract on minority business enterprises (MBE—an entity with at least 51% ownership interest by a minority in the business) or women business enterprises (WBE—an entity with at least 51% ownership interest by a woman in the business). Official recognized designations where a prerequisite meets the standards defined above will be considered including Historically Underutilized Business (HUB) designated by the State of Texas, or any other federal, state, or local designation used to promote disadvantaged, minority, and women owned business. If an official designation is not held, an entity may self certify to its M/WBE status. This requirement is for all construction, professional services, and supplies contracts.

M/WBE GOALS: For Contracts awarded to an MBE, the Contractor will make its best efforts to subcontract at least 15% of the total Contract dollar amount to WBE(s). For Contracts awarded to a WBE, the Contractor will make its best efforts to subcontract at least 15% of the total Contract dollar amount to MBE(s). For Contracts awarded to non-M/WBE, the Contractor will make its best efforts to subcontract at least 15% of the total Contract dollar amount to MBE(s) and at least 15% of the total Contract dollar amount to WBE(s).

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: Prior to award of Contract, the Contractor will submit documents in support of its best efforts to achieve the above stated M/WBE participation and M/WBE goals. Best efforts may be established by a showing that the Contractor has contacted and solicited bids/quotes from M/WBE or Texas HUB subcontractors which can be accessed from database located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. The Housing Authority may assist the Contractors in identifying M/WBEs. However, seeking the Housing Authority's assistance shall not be construed as the Contractor's sole effort. In the event that the Houston Housing Authority has a reasonable belief that Contractor has not used its best efforts to meet the stated M/WBE goals, the Houston Housing Authority reserves the right not to award the Contract to that Contractor.

FAILURE TO USE BEST EFFORTS TO COMPLY WITH HOUSTON HOUSING AUTHORITY M/WBE GOALS DURING THE PROGRESS OF WORK MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

NOTIFICATION OF M/WBE PARTICIPATION: Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by Houston Housing Authority to confirm M/WBE participation. Contractor agrees to submit proof of payment made to each M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

NAME OF FIRM

SIGNATURE & DATE



BIDDER'S PROPOSED M/WBE PARTICIPATION FORM

Please list below the name of all firmly committed contractors and subcontractors that will work on the project, their M/WBE status, official recognized/self-certified M/WBE designation, the dollar amount and the percent of the total contract amount that will be performed by the entity.

Name of (Sub)Contractor	MBE Status	MBE Certifications	Dollar Amount	Percent of Contract Amount
Total MBE Dollar Amount and Percentage				
Name of (Sub) Contractor	WBE Status	WBE Certifications	Dollar Amount	Percent of Contract Amount
Total WBE Dollar Amount and Percentage				

Use additional pages, if necessary.

 Name of Firm

 Signature and Date





Section 3 Business Certification

This certification must be completed by any business claiming Section 3 business status. As a Section 3 business, your firm must retain documentation of your Section 3 status in a project file for each HHA awarded project. The Houston Housing Authority considers this form adequate documentation of Section 3 status; however additional documentation verifying Section 3 compliance may be requested by the Authority at a later date.

HHA projects funded with HUD dollars are "Section 3 covered projects" and contractors are required to report compliance with the Section 3 guidelines. However if the contractor has tried to the greatest extent feasible to hire Section 3 Residents or subcontract with Section 3 vendors but has been unsuccessful in meeting the Section 3 employment/contracting requirements, that contractor must contribute at least 5% of the actual contract amount to HHA's education and training fund to be considered Section 3 compliant.

In addition, Section 3 regulation sanctions may be imposed on recipients that fail to comply with the regulations of this part and include debarment, suspension, and limited denial of participation in HUD programs

This form is a tool to determine and document the Section 3 business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified

Company: _____

Address: _____

Project Information

Project Name: _____

Project Address: _____

Section 3 determination

Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)? Please reference <http://www.houstontx.gov/housing/sec3.html> to determine if employee is less than 80% of the current area median income.

() Yes () No



UTILIZATION & COMMITMENT PLAN

This form shall not replace HHA's Section 3 policies or any contractual terms. Activities listed on this form shall clarify and/or expand Section 3 commitments listed in executed contracts.

_____ Original Plan	_____ Revised Plan	_____ Amended Plan
Contract Dates/Effective Date of Plan:		
Company Name		
Address:		
Telephone #:	Fax #:	
Contact Person Name		
Title:	Contact #:	
Email		
Section 3 Commitments		
_____ We will employ Section 3 participants <i>(*List positions on the rear)</i>	_____ # of positions needed to complete work _____ # of positions currently filled _____ # of new positions needed to complete work	
_____ We will Section 3 business as sub-contractors <i>(List contracts on the rear)</i>	_____ # of sub-contract awards _____ Type of contracts _____ Amount of \$ available	
_____ We will contribute to the Section 3 compliance fund.	_____ Amount of Contract Award from HHA _____ % of contract that will be donated to the fund _____ Total Amount Pledge Paid to the fund	
Other Comments/Obligations:		

Authorized By: _____

Signature: _____

Date: _____

Approved By: _____



• Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income (AMI), or within three years of the date of first employment with the business concern were Section 3 residents?

Yes No

• Will you subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?

Yes No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this _____ day of _____, _____

Date: _____

Notary Public: _____

My Commission Expires: _____

SECTION 3 Opportunities								
Title/Contract	Start Date	Ending Date	Pay Rate/ Contract Amount	Work Location(s)	Primary Duties	Qualifications	Work Hours	# of Positions





U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

January 2012
Previous versions obsolete

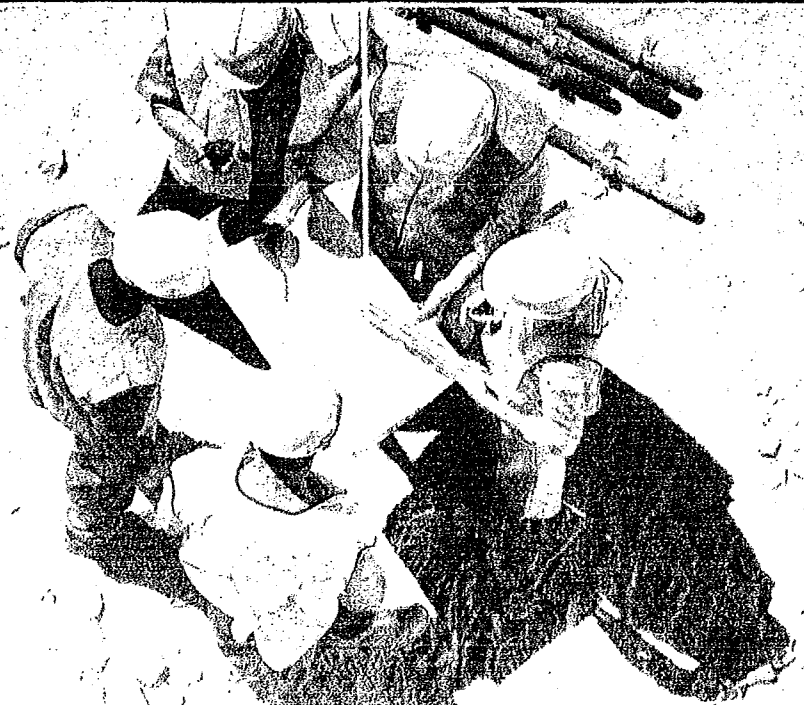


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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

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

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. The Contract Work Hours and Safety Standards Act (CWHSSA). CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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- c. **The Copeland Act (Anti-Kickback Act)**. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
 - d. **The Fair Labor Standards Act (FLSA)**. The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 **DAVIS-BACON REGULATIONS.**

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 **CONSTRUCTION CONTRACT PROVISIONS**

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

- b. **Davis-Bacon Wage Decisions.** The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
<http://www.wdol.gov>

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the *prime* or *general contractor*) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 **RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.**

The *contract administrator* is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, *The Wage Decision*) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, *Compliance Reviews*) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 **ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.**

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
 2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
 3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.)
And,
 4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring again to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
 2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$.

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.
- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. Additional classifications and wage rates. Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
 1. Reconsideration. The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

- b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 **WITHHOLDING.**

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located.** The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due.** The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
 1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	
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Project Name:	Wage Decision Number/Modification Number:
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Project Number:	Project County:
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Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
Bricklayers			\$	Group #	BHR	Total Wage
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$	Group #	BHR	Total Wage
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			

Additional Classifications (HUD Form 4230-A)

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			\$		
			\$		
			\$		

General Decision Number: TX150099 01/30/2015 TX99

Superseded General Decision Number: TX20140099

State: Texas

Construction Type: Residential

County: Harris County in Texas.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/30/2015

* ELEV0031-002 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.52	28.385

A = 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

SFTX0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.36	16.62

SHEE0054-008 07/01/2014

	Rates	Fringes
Sheetmetal Worker (Excluding HVAC Work).....	\$ 25.67	12.39

SUTX2005-030 12/15/2005

	Rates	Fringes
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Bricklayer.....	\$ 15.00	
Plasterer.....	\$ 16.60	
Tile setter.....	\$ 14.08	
Acoustical Ceiling Installer.....	\$ 12.50	
Carpenter (Includes Batt/Blown Insulation, Formwork & Overhead Door Installation.....	\$ 12.06	1.41
Carport Structural Supports Installer.....	\$ 11.46	2.61
Cement Manson/Concrete Finisher.....	\$ 13.68	.75
Drywall Finishers.....	\$ 12.00	
Drywall Hanger.....	\$ 12.71	
Electrician(Incl. Low Voltage Wiring and Installation of Alarms).....	\$ 17.05	6.32
Gutter and Siding Installer.....	\$ 18.59	1.41
HVAC MECHANIC (Pipe & System Installation Only).....	\$ 12.82	
Ironworker		
Ornamental.....	\$ 16.29	
Reinforcing.....	\$ 11.25	2.35
Structural.....	\$ 17.21	
Laborers:		
Common.....	\$ 8.88	1.10
Landscape and Irrigation....	\$ 9.02	
Mason Tender Brick.....	\$ 9.97	.68
Mason Tender Cement.....	\$ 9.46	.68
Pipelayer.....	\$ 10.06	
Plaster Tender.....	\$ 11.10	
Painter:		
Brush, Roller, and Spray....	\$ 11.41	
Parking Lot Striping.....	\$ 14.21	
Plumbers (Excluding HVAC Pipe)...	\$ 17.96	1.15
Power Equipment Operator		
Backhoe.....	\$ 13.55	.69
Bulldozer.....	\$ 12.67	.69
Forklift.....	\$ 12.54	
Front End Loader.....	\$ 12.00	.69
Grader.....	\$ 13.67	
Roofers.....	\$ 10.00	

Sheet Metal Worker (HVAC Duct Only).....\$ 12.76 1.95

Soft Floor Layers, Carpet and Vinyl.....\$ 14.50

Truck drivers.....\$ 13.43

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

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.

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.

=====

END OF GENERAL DECISION

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

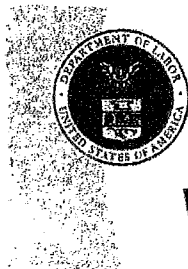
APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

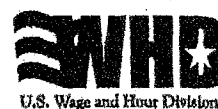
If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

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



For additional information:

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



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

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

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

SALARIOS PREVALECIENTES

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

SOBRETIEMPO

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

CUMPLIMIENTO

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

APRENDICES

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

PAGO APROPIADO

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

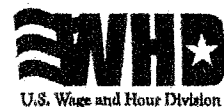
o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

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



WWW.WAGEHOUR.DOL.GOV



ORION

REAL ESTATE SERVICES, INC.

1455 West Loop South, Suite 800 • Houston, Texas 77027

Phone: 713-622-5844 • Fax: 713-622-4762 • www.ores.com

Property: _____

Quote for: _____

I hereby acknowledge that I have received information regarding Davis Bacon and Section 3 and will abide by all the regulations regarding both.

In addition, I hereby acknowledge receipt of the following:

- Wage Decision TX20120099, modification 1, effective 03/29/13- **this needs to be pulled before you send out - it is updated periodically.**
- Davis Bacon Poster
- Certified Payroll Form
- Section 3

Finally, I hereby elect the following regarding the above referenced quote:

The bid submitted will not change due to Davis Bacon and Section 3.

The bid submitted will be revised due to Davis Bacon and Section and will be resubmitted within two (2) business days.

Our company has elected to withdraw the submitted bid.

Signature

Date

Printed Name

Company

SECTION 04 20 00 UNIT MASONRY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Brick units.
- B. Concrete masonry units
- C. Reinforcement, anchors, and accessories.

1.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete
- B. Section 28 13 00 – Telephone Entry and Access Control
- C. Section 32 31 00 - Ornamental Fencing and Gates
- D. Section 32 31 00-1 – Electric Gate Openers

1.3 REFERENCES

- A. ASTM C 216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
- B. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- C. ASTM C1586 - Standard Guide for Quality Assurance of Mortars.
- D. ASTM C90 – Standard Specification for Loadbearing Concrete Masonry Units.

1.4 SUBMITTALS

- A. Provide technical data sheets from material or equipment manufacturer describing and listing performance and physical characteristics of component or material. Any Shop Drawings shall be created to accurate scale, in a precise and legible manner, accurately depicting the anticipated as-built condition

1.5 QUALITY ASSURANCE

- A. Employ workmen skilled and experienced in masonry work.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: or equal.
 - 1. 3024 Acme Brick Plaza
Fort Worth, TX 76109
800-792-1234 / www.brick.com

2. Featherlite
3815 Singleton Blvd.
Dallas, TX 75212-3502
214-637-2720 / www.brick.com

2.2 BRICK UNITS

- A. Face Brick: Brick shall be Type FBS or HBS as follows:
1. Kingsize 2-5/8 by 2-5/8 by 9-5/8 inches and conform to the requirements of ASTM C 216, Grade SW. Use field cut closers as required for half-bond pattern.

2.3 CONCRETE MASONRY UNITS

- A. Regular 6 by 8 by 16, medium weight.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Pre-wet all veneer face brick having initial rate of absorption greater than 30 before laying.
- B. Do not pre-wet CMU.
- C. Lay masonry units true to dimensions, plumb, square, and in bond. All courses shall be level with joints of uniform width and height.
- D. Vertical joints in facing bond work shall be spaced so as to line up plumb and true, and all joints shall be as uniform as the type of brick will allow.
- E. Lay facing brick in full mortar bed with shoved head joints. Completely fill joints with mortar. Do not deep furrow bed joints.
- F. Bond for facing brick shall be running bond, similar in style to existing columns at gate entrances.
- G. Anchor facing brick to CMU backup wythe using corrosion resistant adjustable anchors and ties at 16 inches o.c. vertically and 16 inches o.c. horizontally.
- H. Joint thickness shall be such as to provide coursing pattern to match existing brickwork on columns at gate entrances. When the joints have become thumbprint hard, all exposed joints shall be tooled with a sled-jointing tool. The jointer shall be larger than the width of the joints so that a complete contact is made along the edges of the units, compressing and sealing the surface of the joint. Joints shall be pointed as the tool proceeds.
- I. The final, top course of brick to have brick cells filled with mortar, to facilitate subsequent pouring of concrete pad.

3.2 CLEANING

- A. After tooling and pointing is done, clean face brick surface with dry brush.
- B. After 3 days clean with water and mild detergent or cleaners recommended by brick manufacturer. Do not use muriatic acid.
1. Wet brick surfaces thoroughly before applying cleaning solution.
 2. Apply cleaning solution with bucket and brush or LOW PRESSURE spray.

3. Remove all stains and mortar streaks using stiff fiber bristle brush.
4. Rinse THOROUGHLY with water.
5. Protect windows, landscaping, and surrounding masonry surfaces from cleaning solution and rinse water.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Microprocessor controlled, PC Programmable "full-duplex" circuitry voice communication, telephone entry and multi-door access control system as described herein and shown on the plans. The system shall include all necessary boards, power supplies, keypads, loudspeakers, special mounting boxes, cable, connectors, and accessories for a complete operational communication system.
- B. Scope of work shall include communication and swipe card reader, digital transmitter access control, for up to 10,000 users and up to 20,000 access device codes.

1.2 RELATED WORK

- A. Contractor shall coordinate all work with other contractors and trades where necessary.
- B. Installation of the communication/access systems shall be coordinated with the installation of other related systems.
- C. Section 03 30 00 – Cast-in-Place Concrete.
- D. Section 04 20 00 – Unit Masonry.
- E. Section 32 31 00-1 – Electric Gate Openers
- F. Section 32 31 00 – Fences and Gates
- G. Overview of access controller system requirements:
 - 1. The vehicle approaches the service driveway gate and will utilize a swipe card to control entry to the property. *(The transmitter access control will also be compatible with main entry access control system on Allen Parkway, allowing for same card use at both gate systems.)* This transmits a signal to the electric gate swing operator and opens the gate.
 - 2. When a visitor does not have a swipe card for entry, the visitor enters the resident's code/apartment number on the key pad of the telephone entry system which calls the resident's home phone. When the resident answers the phone, the visitor identifies himself to the resident. The resident may then allow the guest access to the property by entering the proper code on the resident's home phone key pad. The gate will open as is the case with use of the swipe card.
 - 3. Residents and visitors will exit the property via the "free exit" at the service drive exit gate. The gate will be activated by the loop detector. The exit gate detector is already part of the existing exit gate system.
 - 4. The existing 911 access box to be relocated to entry gate post, pursuant to local fire codes.

1.3 REFERENCE STANDARDS

- A. Underwriter Laboratories Inc. (UL), UL 294

1. Telephone Entry System shall be tested for compliance to UL 294 and shall be LISTED by a Nationally Recognized Testing Laboratory (NRTL).

C. Federal Communications Commission (FCC).

D. Department of Commerce (DOC).

1.4 SUBMITTALS

A. Provide technical data sheets from material or equipment manufacturer describing and listing performance and physical characteristics of component or material. Any Shop Drawings shall be created to accurate scale, in a precise and legible manner, accurately depicting the anticipated as-built condition.

B. Submittals shall include an equipment list, equipment data sheets for each component being supplied, system description, and block diagrams on equipment furnished.

C. Submittals shall include all data necessary to evaluate design, quality, and configuration of proposed equipment and system(s).

D. Submit Shop Drawings showing equipment layout, electrical and telephone utility supply schematic, product component installation methods, including anchorage, setting, enclosure, kiosk support, etc.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Identify each package with *manufacturer's name*.

C. Store equipment and accessories in secure and dry place.

1.6 QUALITY ASSURANCE

A. Installation shall comply with all applicable codes.

B. All equipment shall be new, in current production, and the standard products of a manufacturer of telephone entry system equipment.

C. Manufacturer shall guarantee availability of parts, for a minimum of 2-years from date of installation.

D. If required, manufacturer shall be able to demonstrate features, functions and operating characteristics.

E. System shall be installed by a factory authorized contractor, with technicians specifically trained in this system.

F. On-site maintenance and repair service shall be available locally and within 4-hours of notification for emergency condition.

G. System shall interface with other Linear systems to allow remote PC programming.

1.7 WARRANTY

A. Systems shall include a factory warranty that equipment is free from defects in design, material, manufacturing and operation.

- B. Factory warranty period shall be for two (2) years fully covering parts and workmanship; 24-months from date of installation. Manufacturer shall not be responsible for improper use, handling, or installation of the product.
- C. General/Prime Contractor shall guarantee the equipment, wire, cable, and installation for 12-months from date of acceptance.
- D. Contractor shall provide or make provision for on-site troubleshooting of the system for 12-month period, responding within 24hr period to Owner request for assistance.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. In order to maintain same equipment as used elsewhere on Property so as to simplify equipment maintenance and repair, and to allow for efficient and ease of interface of new access equipment with existing access equipment, the system as described herein is considered to be the only acceptable access equipment system, being:
 - 1. Linear AE 100 Plus as manufactured by:
 Nortek Security & Control LLC
 1950 Camino Vida Roble, Suite 150, Carlsbad, CA 92008-6517
 800-421-1587 / 760-438-7000 800-468-1340 / 760-931-1340 (Fax)
 www.nortekcontrol.com
- B. Substitution request must meet requirements of Prior Approval, as outlined in the contract documents. Substitutions that meet Prior Approval requirements must be listed as alternates by addendum, and shall be shown separately on the bid forms. Consideration will be based on ability to comply with all aspects of the specifications, the desired functional operation, quality, reliability, design, size, and appearance of the equipment, and the support capabilities of the manufacturer.

2.2 SYSTEM DESCRIPTION

- A. The telephone entry & access control system shall provide "full duplex" communication from the entry location to the resident telephone.
- B. Access system shall be capable of storing up to 10,000 user names and phone numbers, and up to 20,000 card, digital, and/or RF transmitter access codes.
- C. The system transaction buffer shall store up to 20,000 events.
- D. The system shall be capable of being programmed via a personal computer and Remote Account Manager for Windows software (included with the system). Several different methods of connection to the system shall be made available:
 - 1. Modem
 - 2. RS-232
 - 3. Internet via Nortek Controls internet modem server
 - 4. Direct internet connection
 - 5. LAN (Local Area Network)
- E. Access system shall provide for event log, displaying transactions, and shall be able to download the report to the PC for analysis.
- F. Resident names shall be automatically sorted and shall be displayed in alphabetical order on the built-in LCD directory with minimum 1/2 inch characters.

- G. System shall incorporate "A" and "Z" buttons to allow guests to scroll through the resident directory.
- H. System shall incorporate a "CALL" button to initiate communication with the resident displayed in the system directory.
- I. Directory codes shall be programmable from one (1) to four (4) digits.
- J. Tone-open numbers to grant guest access shall be programmable.
- K. 31 security levels shall restrict user access to specific entry locations, at specific times and days as programmed in the software.
- L. 24 Holiday Schedules shall be user programmable.
- M. The system shall have an "Import / Export" feature to allow database transfer between to or from common spreadsheet programs.
- N. Up to 31 Access Time Zones, including hold open time zones that allow designated access points to be 'un-locked' at times and days as required.
- O. Additional telephone entry systems can share the same user database to control additional access points.
- P. A provision for postal lock input shall allow and record entries by post office personnel.
- Q. Access Control Devices: compatible with standard 26-bit wiegand access devices:
 - 1. HID compatible.
 - 2. Card access shall be provided by HID compatible proximity card readers and their respective cards.
 - 3. Digital entry codes use the Telephone Entry unit keypad, or separate AK-11 keypad.
- R. Cabinet
 - 1. Cabinet to be constructed of 16-gauge steel, be lockable, gasketed, NEMA 4 rated enclosure.
 - 2. The telephone entry system shall be of hands-free design, but allow for the addition of a hand set if desired by the Owner.
 - 3. Shall include LED lighting to illuminate the faceplate and keypad areas.
- S. AM-SEK - Serial to Ethernet Kit for quicker remote programming.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Equipment system shall be installed by qualified technicians who have been factory trained.
- B. Wiring shall be uniform and in accordance with national electric codes and manufacturer's instructions.
 - 1. All electrical work performed on-site, both high voltage and low voltage, shall be performed by qualified and licensed personnel, in accordance with building codes, industry standards and manufacturers recommendations.

- C. Conform to the manufacturers written requirements for installation.
- D. Equipment shall be firmly secured, plumb, and level.
 - 1. Attach and fasten unit onto heavy-duty goose-neck type bollard as supplied by equipment manufacturer.
 - 2. Paint to match gate.
- E. All splices shall be in easily accessible junction boxes or on terminal boards.
- F. All cable runs at the main control cabinets, in all auxiliary cabinets and at all phone blocks shall be tagged and identified.
- G. Coordinate all work with other effected trades and contractors.

3.2 SYSTEM INITIALIZING AND PROGRAMMING

- A. System shall include all software and/or instructions necessary for system configuration.
- B. System shall be turned on and adjusted by Contractor to meet requirements of specifications and on-site conditions.
- C. System shall be programmed by Contractor to function as specified.
- D. Directory numbers, feature codes, and special programming shall be documented, printed and made available to all Owners.

3.3 SYSTEM TEST PROCEDURES

- A. System shall be completely tested by Contractor to assure that the exchange and all components, stations, speakers, and accessories are hooked-up and in working order.
- B. System shall be pre-tested by Contractor and certified to function in accordance with plans and specifications.
- C. System shall be tested in presence of Owner's representative.

3.4 OWNER INSTRUCTIONS

- A. Installation Contractor shall conduct up to (4) hours of technical and program training, troubleshooting, and service of the system, to designated Owner representatives within 5-days of system acceptance.

3.5 MANUALS AND DRAWINGS

- A. Contractor shall provide Owner with (2) copies of standard factory prepared operation, installation and maintenance manuals. Manuals shall include typical wiring diagrams.
- B. Contractor shall provide Owner with (2) copies of any risers, layouts, and special wiring diagrams showing any changes to standard drawings, if required on Project.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Excavation, forming and pouring of concrete footings and pads.

1.2 RELATED SECTIONS

- A. Section 04 20 00 – Unit Masonry
- B. Section 28 13 00 – Telephone Entry & Access Control
- C. Section 32 31 00 – Ornamental Fencing and Gates
- D. Section 32 31 00-1 – Electric Gate Openers

1.3 REFERENCES

- A. American Concrete Institute (ACI) 301 - Specification for Structural Concrete
- B. ACI 117 - Specifications for Tolerances for Concrete Construction and Materials

1.4 SUBMITTALS

- A. Provide technical data sheets from material or equipment manufacturer describing and listing performance and physical characteristics of component or material. Any Shop Drawings shall be created to accurate scale, in a precise and legible manner, accurately depicting the anticipated as-built condition.

1.5 QUALITY ASSURANCE

- A. Employ workmen skilled and experienced in concrete preparation and placement, including formworks.

PART 2 - PRODUCTS

1.1 CONCRETE MATERIALS

- A. Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I
 - 2. Develop 3000 psi compressive strength after 28 day cure.
- B. Incorporate monofilament fibers, such as Fibrasol IIP by Axim Concrete Technologies, into the concrete batch material.

2.2 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 1116.
 - 1. When air temperature is below 90° F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90° F, reduce mixing and delivery time to 60 minutes
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M.
 - 1. Mix concrete materials in appropriate drum-type batch machine mixer.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated on Plan.

3.2 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Equipment Bases and Foundations: Provide equipment bases and footings as shown on Drawings. Set all-thread anchor bolts for secondary gate posts at correct elevations and spacing, complying with plan drawings.
 - 1. All thread to be 12in-long, 1/2in-diameter, course thread, stainless steel.
- C. For gate post footings, an initial 6in-thick pour shall be made, and after that concrete sets, the remaining concrete shall be poured to top of grade.
 - 1. Slightly slope top of finished concrete to allow for water run-off.
 - 2. Vibrate concrete as required to ensure full placement of concrete within footings, with no voids or spaces.

END OF SECTION

SECTION 32 31 00

ORNAMENTAL FENCING AND GATES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Ornamental Fencing.
- B. Ornamental Swing Gates.

1.2 RELATED SECTIONS

- A. Section 03 30 00 – Cast-in-Place Concrete.
- B. Section 04 20 00 – Unit Masonry.
- C. Section 28 13 00 – Telephone Entry & Access Control Systems
- D. Section 32 31 00-1 – Electric Gate Openers

1.3 REFERENCES

- A. ASTM A653/A653M – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM A787 - Standard Specification for Electric-Resistance-Welded Metallic-Coated Carbon Steel Mechanical Tubing.
- C. ASTM D4541-09e1 – Standard Test Method for Pull-Off Strength of Coating
- D. ASTM D5895-10 – Standard Practice for Cyclic Salt Fog / UV Exposure of Painted Metal
- E. ASTM D2794-93(2001) – Standard Test Method for Resistance of Organic Coatings to Effects of Rapid Deformation (Impact)

1.4 SUBMITTALS

- A. Provide technical data sheets from material or equipment manufacturer describing and listing performance and physical characteristics of component or material. Any Shop Drawings shall be created to accurate scale, in a precise and legible manner, accurately depicting the anticipated as-built condition.
- B. Submit manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Submit Shop Drawings showing plan layout, gate design and components, spacing of components, post foundation dimensions, hardware anchorage and fastening and welding locations, means and methods of such, and schedule of components.

- B. For each finish product specified, submit for Owner selection two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- C. For each finish product color selected by Owner, submit two samples, minimum size 6 inches (150 mm) square, representing actual product, color and patterns.
- D. Provide manufacturer's certificates or data sheets which attest or demonstrate that supplied products meet or exceed specified requirements.
- E. Provide manufacturer's maintenance instructions that include recommendations for periodic checking and adjustment and periodic maintenance of all operating components.

1.5 QUALITY ASSURANCE

- A. Manufacturer shall have minimum of 5 years experience with ornamental fencing and gates of the type and documented scale specified.
- B. Installer shall have minimum of 5 years documented experience with ornamental fencing and gates of the type and scale specified.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Identify each package with manufacturer's name.
- C. Store fence material and accessories in secure and dry place.
- D. Provide to Owner one-gallon (1gal) of paint used to coat fence and gate components that match products installed and that are packaged with protective covering for storage and identified with labels describing color code, product name and contents.

1.7 WARRANTY

- A. Provide manufacturers 20 Year Limited Warranty for Ornamental Fencing.
- B. Provide manufacturers 20 Year Limited Warranty for Ornamental Swing Gates.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. For gate and fence components, in-house manufacturing is acceptable.
- B. Style of gate shall resemble picture of gate on front of Project Manual.
- C. Comply with supply requirements as specified.

2.2 PAINT

- A. Paint Coatings shall meet specified properties listed above, and shall be equal to:

1. Sherwin-Williams Pro-Cryl, used as prime coat over prepared galvanized steel, applied to 4mil DFT.
2. Sherwin-Williams Sher-Cryl, used as a finish coat over primer, applied to 6mil DFT.

2.3 ORNAMENTAL FENCING

- A. The supplied fencing shall match the existing in-situ fencing.
1. As minimum, fencing shall be fabricated of 11 gauge tube steel railing, with 16 gauge tube steel used for steel picket.
 2. All steel is to be metallic coated by either the hot-dip galvanizing or galvannealing process, to G-90 coating standards.
 3. All steel components to be shop-paint finished with primer and finish coat.
 - a. Etch and prepare steel surface prior to painting with use of chemical wash such as TSP wash, sulfuric acid wash, etc.

2.4 ORNAMENTAL GATES

- A. Ornamental Swing Gates shall be fabricated and supplied to the following minimum requirements:
1. All gate components to be of steel with a G-90 galvanized coating. Once gate is completely fabricated, including hardware as may be shop installed, paint finish is to be shop-applied.
 2. To extent possible, shop-weld all components prior to shop-painting.
 - a. On-site welding to be held to minimum.
 3. Gate frame to be fabricated of galvanized steel tubing conforming to ASTM A 653 having a 45,000 psi (310 Map) tensile strength.
 4. Members to be welded with stainless steel rods, forming a rigid one piece unit.
 5. Vertical upright members and horizontal railing to be 2in square tubing of 14 gauge (0.120 inch) metal thickness, with exception of:
 - a. Bottom rail, which is to be 2in X 4in steel tubing, 14 gauge.
 - b. Vertical hinge rail is to be 2in square tubing, 1/4in-thick.
 6. Pickets to be of 3/4in galvanized tube steel, 16 gauge, spaced at 4in, face to face.
 7. Hardware to be of paint-coated G-90 galvanized steel.
 8. Hinges shall have a load capacity of 3,000 lbs and allow gate leaf to swing 100 degrees.
 - a. Guardian 3000
 9. 2in X 2in 14 gauge horizontal railing shall be incorporated into the gates at

location so as to meet the actuator arm, when the gate actuator is set onto masonry and concrete pad.

- B. Gate posts to be 6in X 6in G-90 galvanized tube steel members in conformance with ASTM A 653 having a 45,000 psi (310 MPa) yield strength.
- C. Secondary gate support posts to be 2in X 2in galvanized tube steel members in conformance with ASTM A 653 having a 45,000 psi (310 MPa) yield strength.
- D. Finish:
 - 1. All steel parts to be galvanized to G-90 standard to prevent corrosion.
 - 2. Pre-treat and clean surfaces to accept paint coats.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until boundaries and grading has been properly prepared.
- B. Verify that property lines and legal boundaries of work are clearly established.
- C. *If preparation is the responsibility of another installer, notify Consultant of unsatisfactory preparation before proceeding.*

3.2 PREPARATION

- A. Clean and or prepare surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Gate post excavations shall be approximately 54in-deep, and shall be nominal 24in-wide.
 - 1. The soil under driveway will have to be under-reamed, and subsequent concrete pour will have to completely fill footing void, making solid and complete contact with bottom surface of concrete drive.
- C. Set post uniformly as indicated on the Drawings.
 - 1. After gate post footings are dug to proper depth, and prior to setting of gate posts, pour concrete into footing approximately 6in-thick. Allow concrete pre-pour to set before proceeding with setting of post and pouring of additional concrete into footing.
- D. Set posts plumb into footing and concrete pour.
- E. Check each post for vertical and top alignment.

- F. Install secondary gate support posts per plan, and attach gate post to secondary support post using brackets.
- G. Install and secure specified post tops.
- H. Attach all hardware to gate in such a way that it cannot be removed by unauthorized persons.
- I. Adjust gate as required. Make sure that gate swings smoothly and level, free of binding.

3.4 ERECTION TOLERANCES

- A. Maximum variation from plumb: 1/16in / 10ft.
- B. Maximum offset from indicated position: 1 inch.
- C. Minimum distance from property line: 6 inches.

3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 32 31 00-1 ELECTRIC GATE OPERATORS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electric Gate Operators
 - 1. High-traffic, commercial, 110-volt AC, gate operator(s) for horizontal swing gates.

1.2 RELATED SECTIONS

- A. Section 03 30 00 – Cast-In-Place Concrete
- B. Section 04 20 00 – Unit Masonry
- C. Section 28 13 00 – Telephone Entry and Access Controls
- D. Section 32 31 00 – Ornamental Fencing and Gates.

1.3 REFERENCES

- A. National Electrical Manufacturers Association (NEMA): NEMA ICS 6 - Industrial Control and Systems: Enclosures.
- B. Underwriters Laboratories (UL): UL 325 - Standard for Safety for Door, Drapery, Gate, Louver, and Window Operators and Systems.
- C. Underwriters Laboratories (UL): UL 991 - Standard for Tests for Safety-Related Controls Employing Solid-State Devices.
- D. International Organization for Standardization: ISO 9001 - Quality Management Systems.

1.4 SUBMITTALS

- A. Provide technical data sheets from material or equipment manufacturer describing and listing performance and physical characteristics of component or material. Any Shop Drawings shall be created to accurate scale, in a precise and legible manner, accurately depicting the anticipated as-built condition.
- B. Submit product data for gate actuator system, including equipment list and manufacturer's data sheets on each product to be used, including manufacturers recommendations and requirements for:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Operation, installation, and maintenance manuals.
 - 5. Sensing edges to be provided and installed as secondary entrapment devices.
- C. Submit shop drawings showing equipment layout, electrical supply schematic and product components installation methods, including anchorage, edge conditions, and accessories.
- D. Provide statement of maintenance and repair service availability for emergency conditions.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials and products in strict compliance with manufacturer's instructions and industry standards.
- B. Store products indoors in manufacturer's original containers and packaging, with labels clearly identifying product name and manufacturer. Protect from damage.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: ISO 9001 Certified Manufacturer.
- B. The gate actuator system installation shall be performed by factory authorized Contractor specifically trained in gate operation systems of the type found within this section.
 - 1. Provide quarterly maintenance for one year following Substantial Completion of the Project.

1.7 WARRANTY

- A. Manufacturer's Standard Limited Warranty:
 - 1. Warranty Period: 5 years for commercial applications.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer:
 - 1. LiftMaster
845 Larch Avenue, Elmhurst, IL 60126-1196
Toll Free Tel: 800.282.6225; 630.516.8412
www.liftmaster.com
 - 2. LiftMaster Model CSW200UL Series
- B. In order to match existing actuator equipment, no substitutions will be considered.

2.2 GATE OPERATORS

- A. Gate Operators shall be LiftMaster CSW200UL Series Commercial Swing Gate Operators.
 - 1. LiftMaster CSW200ULST Commercial Swing Gate Operator for high-traffic areas.
 - a. Cover: Heavy-duty, 16-gauge stainless steel cover finished with an embossed architectural design.
 - b. Recommended Cycles per Hour: 75.
 - 2. Gate actuator to be ETL listed; compliant with UL 325 and CSA C22.2 No. 247 standards.
 - a. Ratings: Class II.
 - b. OmniControl board providing performance meeting or exceeding UL 325 and UL 991 specifications.
 - c. Actuator system to be compliant with UL 325 and industry safety guidelines,

- having secondary sensing edges entrapment devices installed on gates.
- 3. Operation:
 - a. Soft stop operation.
 - b. Intelligent master/second; precise, synchronized movement and communication between 2 gate operators.
 - c. Plug-in Loop Detectors: Programmed inputs for shadow, interrupt and exit.
 - d. Operator arms designed not to cross.
- 4. Warranty: 5 years for commercial applications.
- 5. Electrical Power Requirements: 110V, single phase.
- 6. Wormgear Reduction: 2 commercial oil bath gearboxes with 900:1 wormgear reduction.
- 7. Duty Cycle: Continuous.
- 8. Gate Traveling Speed: 90-degree opening in 13 to 15 seconds.
- 9. Chassis: Constructed with 1/4-inch-thick (0.250m) sanded, welded and gold zinc-plated sheet metal.
- 10. Finishing: Metal parts to be gold zinc-plated for rustproof protection.
- 11. Covers: High-density UV-resistant polyethylene plastic.
- 12. Surge/Lightning Protection: Protects against lightning strikes at a 50-foot (15.2 m) radius.
- 13. Reversing Sensors: Detect obstructions or increased loads. Reverse gate when closing or stop/reverse the gate when opening.
- 14. Emergency Release: Handle allows gate to be operated manually and maintain limit position once re-engaged.
- 15. Alarm Reset Button: Instantly resets the built-in safety alarm siren.
- 16. Operating Temperature Range: -40 degrees F (-40 degrees C) to 140 degrees F (60 degrees C).
- 17. Accessories: Provide the following accessories:
 - a. LiftMaster DC2000 Power Backup to provide uninterrupted access during a power outage.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Inspect and prepare substrates using the methods recommended by the manufacturer for achieving best result for the substrates under Project conditions.
- B. Do not proceed with installation until substrates have been prepared using the methods

recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.

- C. If preparation is the responsibility of another installer, notify Consultant in writing of deviations from manufacturer's recommended installation tolerances and conditions.

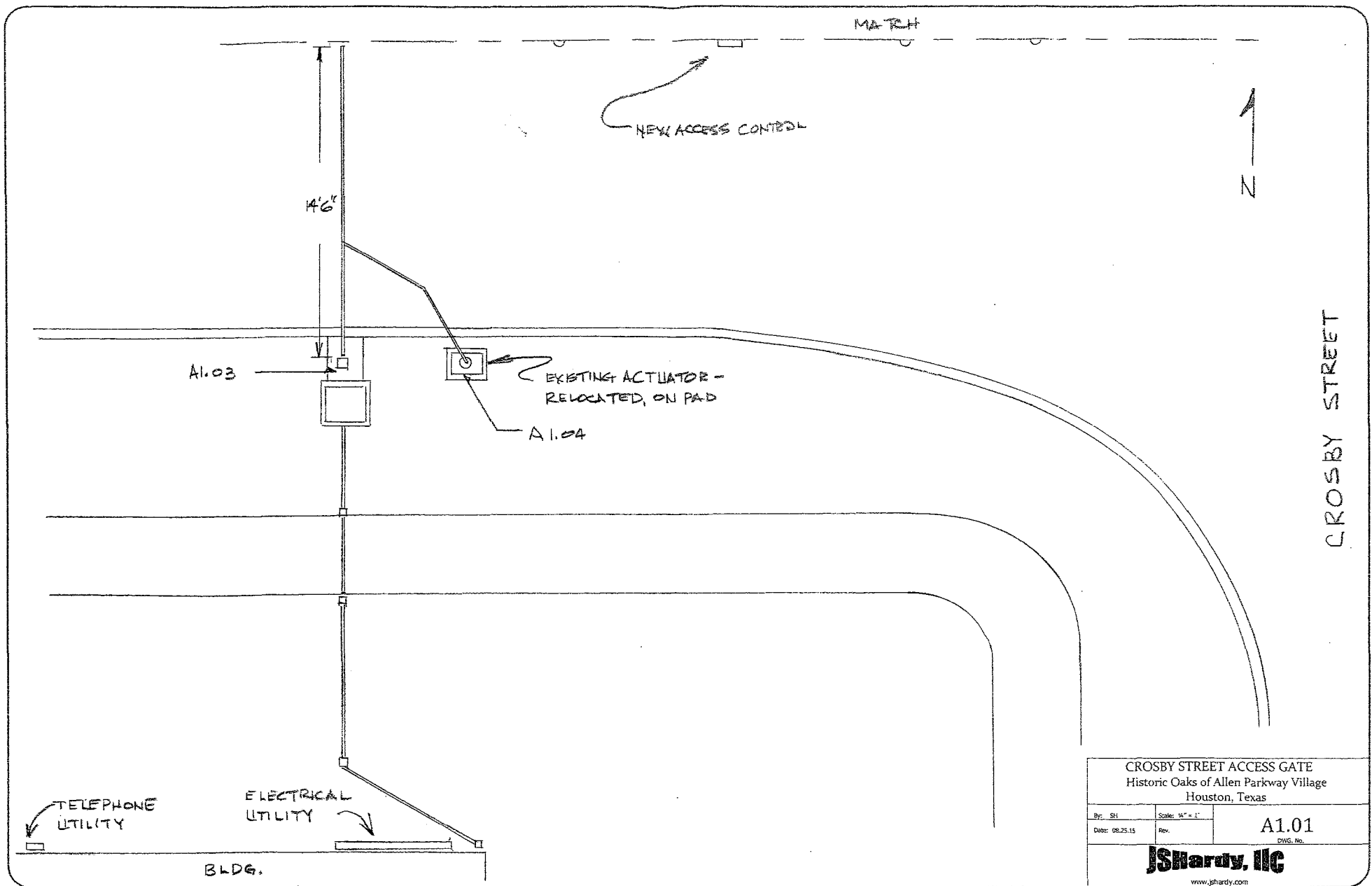
3.2 INSTALLATION

- A. Per Plan and Specification, install gate operators onto masonry structure, topped with concrete pad, approximately 24in – 30in above grade.
 - 1. Contractor to determine proper elevation of concrete pad so that actuator arm strikes level to swing gate horizontal railing.
- B. Install in accordance with manufacturer's instructions. Test for proper operation and adjust until satisfactory results are obtained.
- C. Existing gate actuator is to be relocated per Plan.
 - 1. Any wiring splices shall be contained in a weathertight junction box, elevated above grade, installed to be easily accessible for future service.
 - 2. Contractor to thoroughly inspect and evaluate existing gate actuator, and if it is deemed that unit is not acceptable for long-term and efficient service, new actuator shall be supplied and installed.
- D. Install traffic loop detectors as required by industry safety standards.

3.3 PROTECTION

- A. Protect installed products until completion of Project.
- B. Touch up, repair or replace damaged products before Substantial Completion.

END OF SECTION

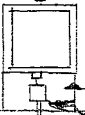
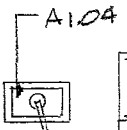


CROSBY STREET ACCESS GATE			
Historic Oaks of Allen Parkway Village			
Houston, Texas			
By: SH	Scale: 1/4" = 1'	A1.01	
Date: 08.25.15	Rev:	DWG. No.	
JShardy, LLC			
<small>www.jshardy.com</small>			

BLDG.



CROSBY STREET



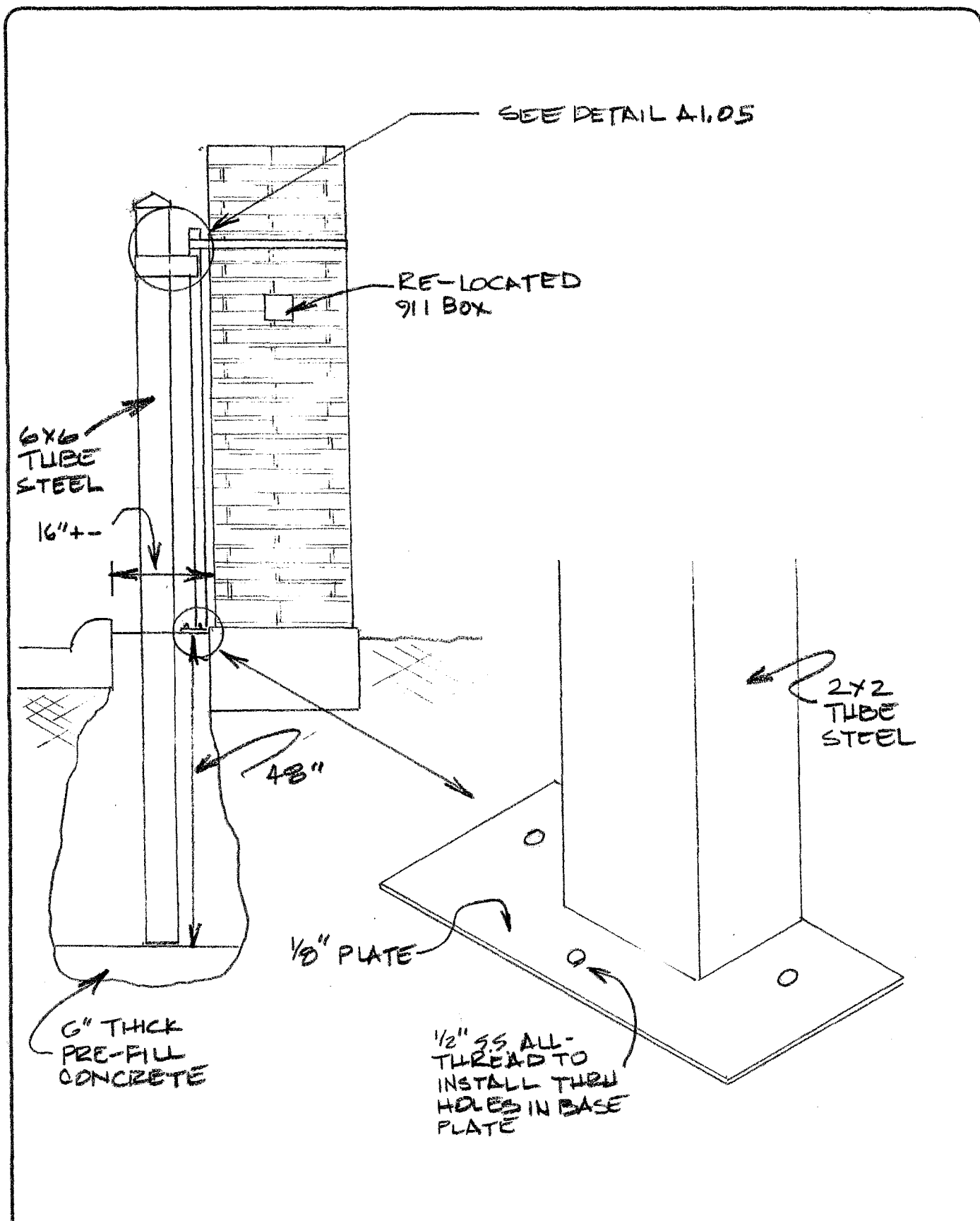
RELOCATE
911 BOX

TELEPHONE ACCESS
CONTROL

NEW BOLLARDS -
PAINT YELLOW

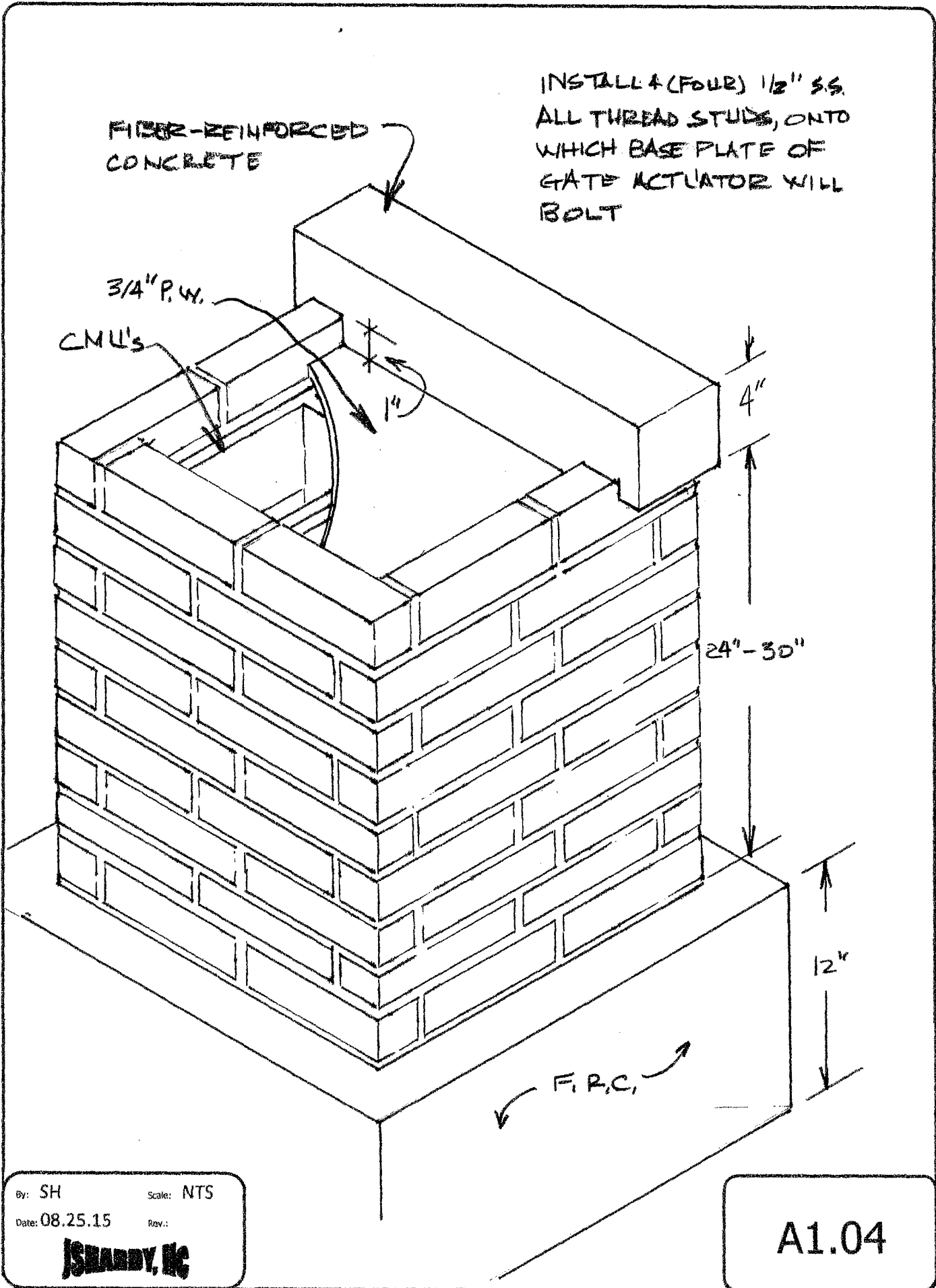
MATCH

CROSBY STREET ACCESS GATE	
Historic Oaks of Allen Parkway Village Houston, Texas	
By: SH	Scale: 1/4" = 1'
Date: 08.25.15	Rev
A1.02	
<small>DWG. No.</small>	
JShardy, LLC	
<small>www.jshardy.com</small>	



By: SH Scale: NTS
 Date: 08.25.15 Rev.:
SHANDY, INC

A1.03



FIBER-REINFORCED
CONCRETE

INSTALL 4 (FOUR) 1/2" SS.
ALL THREAD STUDS, ONTO
WHICH BASE PLATE OF
GATE ACTUATOR WILL
BOLT

3/4" P.W.
CML's

4"

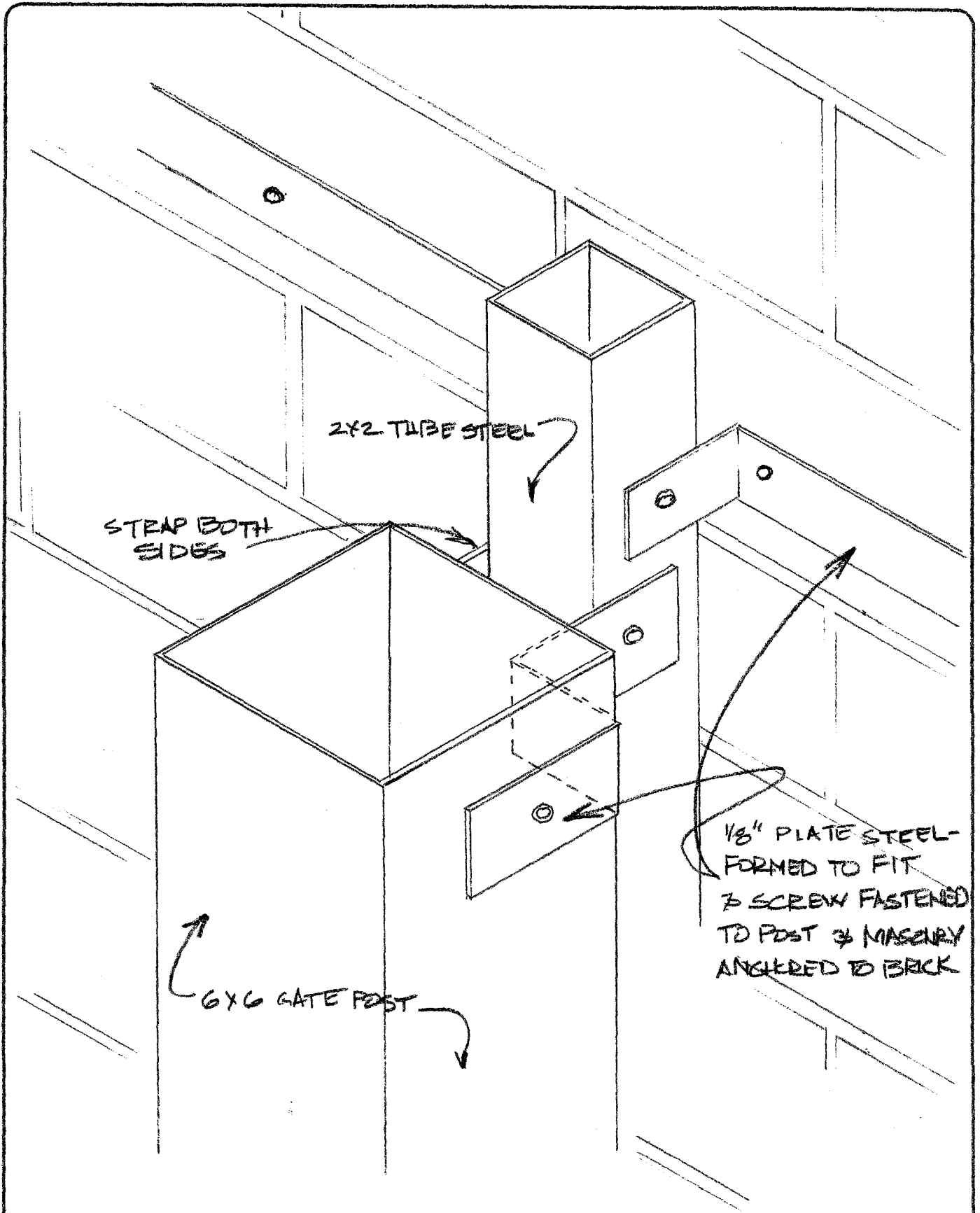
24"-30"

12"

F.R.C.

By: SH Scale: NTS
 Date: 08.25.15 Rev.:
SHANNY, INC

A1.04



By: SH Scale: NTS
 Date: 08.25.15 Rev.:

SHADBY, NC

A1.05