

ORANGE COUNTY, FLORIDA

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

**PRIMROSE CENTER, INC.
Storm Shelter for Adults with Disabilities**

Please do not alter or modify this document

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Orange County Special Provisions/wage rates determination decision of the Secretary of Labor (DOL) must be part of any Contract for this project, regardless of any contractual relationship which may be alleged to exist between contractor, subcontractor, lower-tier subcontractors, and such laborers or mechanics. A copy of the Special Provisions (Wage Determination) must be posted by the General Contractor at the site of work in a prominent place where it can be easily viewed by the workers. General contractor and any of its subcontractors shall be responsible for complying with Orange County Supplemental Conditions, Davis Bacon Labor Standards and Section 3 requirements, which are incorporated herein by reference.

Submission and Processing of Draw Requests: General Contractor must submit invoices to the Agency using AIA-G702 and Schedule of Values-G703 forms.

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The parties to this contract agree to comply with federal provisions and requirements of compliance with Davis-Bacon and Related Act (DBRA) contained in 29 CFR Parts 1, 3, and 5, and Section 3 of HUD’s regulations in 24 CFR Part 75, herein incorporated by reference in this Contract. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. Contractors that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Selected General Contractor must complete and submit:
1)Signature Authority Form, 2)Section 3 Package, 3)BABA Certification and 4)Human Trafficking Affidavit as part of their bid package and prior to contract signing. All subcontractors must complete and submit these forms prior to the issuance of Notice to Proceed.

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that 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 be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL WAGE RATE SCHEDULE

Davis Bacon Act (40 U.S.C. 276-A-5; §3141 et seq.; 29 CFR Parts 1, 3, 5, 6 and 7), 29 CFR 1.6(c)(2)(ii) provisions relating to updating wage determinations after contract award apply to new and existing contracts as of October 23, 2023.

Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

Davis-Bacon Wage Restitution: When underpayments of wages have occurred, the employer must pay wage restitution due to the affected workers. Wage restitution must be made promptly and in full amounts due, less permissible and authorized deductions. If wage violations are not corrected within 30 days after notification to the prime contractor, Orange County may cause withholding from payments due to the contractor in the amount needed to ensure the full payment of restitution.

NOTICE: On August 23, 2023, the Department published in the Federal Register the final rule, "Updating the Davis-Bacon and Related Acts Regulations." The final rule updates regulations issued under the Davis-Bacon and Related Acts that set forth rules for the administration and enforcement of the Davis-Bacon labor standards that apply to Federal and federally assisted construction projects. The final rule is effective on October 23, 2023.

Clauses Included by Operation of Law:

-Regardless of if the contracting agency fails to incorporate the contract clauses and wage determination(s) into a prime contract, the clauses and wage determination(s) will still be considered part of that contract and will be effective as a matter of law.

-Where the clauses and applicable wage determinations are effective by operation of law, contracting agencies must compensate the prime contractor for any increase in wages in accordance with applicable law.

Stipulations Required in Contract. - Every contract based upon the specifications referred to in the subsection must contain stipulations that:

- (1) **the CONTRACTOR or subcontractor** shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the wage rates determination decision of the Secretary of Labor, and hereby made a part of this Contract, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or subcontractor and the laborers and mechanics;
- (2) **the CONTRACTOR, subcontractor** will post a copy of the wage determination decision/scale of wages to be paid in a prominent place where it can be easily viewed and accessible by the workers; and
- (3) there may be withheld from the **CONTRACTOR** so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

Title 40 United States Code, As used in sections 276a to 276a-5 of this title the term "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" Provided, That the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, insofar as sections 276a to 276a-5 of this title and other Acts incorporating sections 276a to 276a-5

Important Note:

This project is funded by the Community Development Block Grant Program (CDBG) and must comply with federal regulations and requirements included in this Supplemental Conditions/Special Provisions. Contractor (to include subcontractor and tiered subcontractor) agrees to comply with the requirements of the Davis- Bacon Act, Section 3, and Federal Wage. Additionally, **FAILURE TO SUBMIT WEEKLY CERTIFIED PAYROLL REPORTS, WITHIN SEVEN (7) DAYS AFTER THE REGULAR PAY DATE, WILL RESULT IN SUBMITTED PAY APPLICATIONS BEING HELD (NOT PAID) UNTIL THE CERTIFIED PAYROLL REPORTS ARE CURRENT.**

Superseded General Decision Number: FL20240218

State: Florida

Construction Type: Building

County: Orange County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</p> |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</p> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2025 |
| 1 | 01/24/2025 |
| 2 | 03/14/2025 |
| 3 | 06/06/2025 |
| 4 | 07/04/2025 |

| | Rates | Fringes |
|--|----------|------------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 30.12 | 13.11 |
| ----- | | |
| CARP1905-003 06/01/2025 | | |
| | Rates | Fringes |
| CARPENTER (Includes Form Work)... | \$ 28.65 | 13.80 |
| ----- | | |
| ELEV0139-002 01/01/2025 | | |
| | Rates | Fringes |
| ELEVATOR MECHANIC..... | \$ 53.73 | 38.435+a+b |
| FOOTNOTE: | | |
| A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years. | | |
| B. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day. | | |
| ----- | | |
| ENGI0487-022 07/01/2016 | | |
| | Rates | Fringes |
| OPERATOR: Forklift..... | \$ 23.25 | 9.20 |
| OPERATOR: Mechanic..... | \$ 32.05 | 9.20 |
| OPERATOR: Oiler..... | \$ 23.50 | 9.20 |
| ----- | | |
| ENGI0673-016 05/01/2024 | | |
| | Rates | Fringes |
| OPERATOR: Crane | | |
| Gantry Crane; Bridge Crane.. | \$ 36.00 | 15.10 |
| Tower Crane; Crawler | | |
| Crane; Truck Crane; Hydro | | |
| Crane..... | \$ 36.00 | 15.10 |
| ----- | | |
| IRON0402-001 10/01/2024 | | |
| | Rates | Fringes |
| IRONWORKER, ORNAMENTAL..... | \$ 28.90 | 15.66 |
| ----- | | |
| * SFFL0821-004 07/01/2025 | | |
| | Rates | Fringes |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 35.03 | 24.00 |
| ----- | | |
| SHEE0015-006 07/01/2023 | | |
| | Rates | Fringes |
| SHEET METAL WORKER (Includes HVAC Duct Installation)..... | \$ 25.75 | 16.92 |
| ----- | | |
| * SUFL2014-027 08/16/2016 | | |

Rates

Fringes

| | | |
|--|-------------|-------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 19.39 | 0.00 |
| ELECTRICIAN, Includes Low Voltage Wiring..... | \$ 19.58 | 6.39 |
| IRONWORKER, REINFORCING..... | \$ 22.81 | 11.58 |
| IRONWORKER, STRUCTURAL..... | \$ 17.92 | 0.00 |
| LABORER: Common or General, Including Cement Mason Tending and Pipelaying..... | \$ 13.59 ** | 4.28 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 18.69 | 3.27 |
| OPERATOR: Bulldozer..... | \$ 15.40 ** | 1.90 |
| OPERATOR: Grader/Blade..... | \$ 18.97 | 0.00 |
| OPERATOR: Loader..... | \$ 17.83 | 0.00 |
| OPERATOR: Roller..... | \$ 14.43 ** | 4.78 |
| PAINTER: Brush, Roller and Spray..... | \$ 13.22 ** | 0.00 |
| PIPEFITTER, Includes HVAC Pipe and Unit Installation..... | \$ 22.29 | 7.72 |
| PLUMBER..... | \$ 19.42 | 0.00 |
| ROOFER..... | \$ 17.60 ** | 1.39 |
| TILE SETTER..... | \$ 17.25 ** | 1.74 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.95 ** | 2.28 |
| TRUCK DRIVER: Lowboy Truck..... | \$ 14.24 ** | 0.00 |

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 Orange County, FL - Special Provisions, Pg. 15 Primrose 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to: Orange County, FL - Special Provisions, Pg. 16 Primrose

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 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.

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END OF GENERAL DECISION"

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END OF GENERAL DECISION"

The Davis Bacon Act (DBA) applies to workers on contracts entered into by Federal agencies and the District of Columbia that are in excess of \$2,000 and for the construction, alteration, or repair, including painting and decorating, of public buildings and public works. (40 U.S.C. 3142(a)). For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, sub-recipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 - 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). For a definition of "Construction" see 48 CFR 2.101.

All construction workers, including employees of sub-contractor/tiered sub, must be: (1) Reported on the weekly certified payroll report (CPR). There are no exceptions from coverage, (for relatives who are performing the work of laborers or mechanics, they must be paid the prevailing wage rate for the classification of work performed and included in the payroll records), (2) Accurately classified to a classification listed in the Davis-Bacon Wage Determination/General Decision, and (3) Paid no less than the applicable prevailing wage rate. Classification is based upon duties being performed directly on the site of work pursuant to 29 CFR 5.5 (a)(1). If a worker is doing work of the trade and/or using tools of the trade, worker must be classified as the trade and paid the prevailing wage according to the applicable wage decision. Worker(s) cannot be classified as laborer(s) unless they are NOT using tools of any trade(s). A helper may not be used as an informal apprentice or trainee, and it is not permissible for helpers to use "tools of the trade" in assisting a journey worker."

Wages and Fringe Benefits: DB prevailing wages is comprised of two components: basic hourly rate (BHR) and bona fide fringe benefit (FB). Example of FB: Health Insurance, Life Insurance, Pension, Vacation, Holiday, Sick Leave.

Working foremen/supervisors who regularly spend more than 20% (twenty percent) of their time during a workweek working in a craft, are covered by Davis-Bacon Act (DBA) for the hours spent performing construction work. Working foremen/supervisors must be paid according to the craft rate set in the wage decision for that craft and must be reported on the weekly certified payroll. Non-construction hours spent by a supervisor or foreman directing the work of "two or more other employees" (as defined in 29 CFR §541.100) or performing other non-manual work such as timekeepers and reporting, are not covered by DBA, as defined under the Fair Labor Standards Act at 29 CFR Part 541.

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.

The PRIME CONTRACTOR is responsible for the compliance by any subcontractor, upper-tier contractors and lower-tier subcontractors, including but not limited to the following items:

- To include the special provisions and wage decision, as part of the construction contract between PRIME CONTRACTOR and any subcontractor and tiered sub.
- 9. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5. Orange County Special Provisions must be part of the prime contract between the agency and general contractor, and prime contractors and upper-tier contractors have the responsibility to flow-down the Special Provisions that includes the applicable wage determination to lower-tier subcontractors.
- To post a copy of the wage determination decision/scale of wages to be paid, Department of Labor, and Section 3 post in a prominent place where it can be easily viewed and accessible by the workers.
- For the timely submission to Orange County (via LCP tracker) of certified payrolls for all subcontractors to include any tiered subcontractor. The PRIME CONTRACTOR is obligated to notify all subcontractors of the labor provisions of the contract and to ensure that each subcontractor submits timely, accurate and complete certified payrolls. The due date for each certified payroll to be submitted via LCP tracker is no later than one week after each weekly pay date.
- All payrolls must be submitted within seven (7) days after the regular pay date for the pay period. Weekly reports are due from onset through the duration of the project, for any worker performing construction work on a Davis Bacon covered project regardless of whether they are working under a general contractor or tiered sub. This is a Federal Regulation, for more information, please follow any of these links:
Department of Labor (DOL): <https://webapps.dol.gov/elaws/elg/dbra.htm>
A Contractor's Guide to Prevailing Wage Requirements: Davis-Bacon Labor Standards, Relations Guide for Federally Assisted Construction Projects <https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF>

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet-based service that allows for simple, accurate and compliant reporting of labor information required by the federal grants that will be funding this project. Rather than submitting paper reports the CONTRACTOR and ALL TIERED SUBCONTRACTORS will input information on LCPtracker's web based.

forms. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

Special Note: Paper format may still be required for non-federal reporting (i.e., reporting related to the County's purchasing policy, monitoring requirements, etc.)

DURING THE CONSTRUCTION PERIOD, CONTRACTOR shall require all subcontractors and tiered contractors to submit the required certified payroll via LCPtracker software.

CONTRACTORS AND ALL TIERED SUBCONTRACTORS should anticipate utilizing the no cost self-paced training videos located on LCPtracker's website. Orange County staff will also be available to provide ongoing technical support as needed.

Compliance with Davis-Bacon Act and Wage Adjustments:

Davis-Bacon Act Compliance: The Contractor acknowledges that this project is subject to the provisions of the Davis-Bacon Act, which mandates the payment of prevailing wages as determined by the U.S. Department of Labor.

Regulatory Updates and Wage Adjustments: In accordance with recent changes to federal regulations under the Davis-Bacon Act, if this contract is extended beyond the original scope or timeline, the wages for laborers and mechanics must be updated to reflect any new prevailing wage rates issued by the U.S. Department of Labor. **The Contractor agrees to comply with such updated wage rates in the event of a contract extension.**

Project Timeline and Adjustments: To mitigate the need for frequent updates and ensure compliance with any future wage adjustments, the parties mutually agree to extend the estimated project completion date as part of the planning and execution of this contract. By incorporating a longer project timeline from the outset.

Timeline Modification Clause: Should the Contractor require an extension of the project timeline, the parties agree to review and adjust the completion date in a manner that reflects the updated wage rates under the Davis-Bacon Act, ensuring ongoing compliance with federal regulations.

This entire project is subject to:

Davis-Bacon Labor Standards (DBLS- (prevailing wage requirements & weekly certified payroll compliance, 40 U.S.C. 3701-3708), 29 CFR part 5.

Build America, Buy America (BABA) Act requirements, HUD CPD Notice: 2023-12cpdn

Section 3 (low-income resident utilization, See 24 CFR part 75), when the total amount of assistance to the project exceeds a threshold of \$200,000. Contractors that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Note: Prime contractors and upper-tier contractors may be liable for lower-tier subcontractors' violations. Prime Contractor is responsible for paying back wages and be subject to debarment. Prime contractors are responsible for subs regardless of intent. Upper-tier contractors must have some degree of intent. Prime contractors must provide to the Agency and Orange County Program Administrator copies of all executed contracts/subcontracts with any sub-contractors, and any lower tier subcontractors all of which shall include Orange County Special Provisions and all federal requirements language into any subcontract and ensure each subcontractor includes the same language in all associated subcontracts or tiered- sub to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.

**Certificate from Contractor
Appointing Officer or Employee to
Supervise Payment of Employee**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

SIGNATURE AUTHORITY FORM: Orange County CDBG Project

Project Name _____ Date (mm/dd/yyyy) _____

Location _____ Project No. _____

I hereby certify that I am (the prime contractor) (a subcontractor) for _____

(specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Low-Rent Housing Project,

and that I have appointed _____, whose signature

appears below, to supervise the payment of my employees beginning (Date: mm/dd/yyyy) _____;

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required

by the so-called Kick-Back Statue which he/she is to execute with my full authority and approval until such time as I submit to the (Name

of Local Authority) **ORANGE COUNTY HOUSING & COMMUNITY DEVELOPMENT** a new certificate appointing some other person

for the purposes herein above stated.

(Identifying Signature of Appointee)

Attest (If required)

(Name of Firm or Corporation)

(Signature)

By _____
(Signature)

(Title)

(Title)

(Date: mm/dd/yyyy)

(Date: mm/dd/yyyy)

Note: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

form **HUD -5282** (8/67)

Replaces form PHA-282, which is obsolete

FEDERAL CONSTRUCTION CONTRACT SPECIFICATIONS

1. Architectural Barriers - Uniform standards will be followed for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of buildings constructed in whole or part with federal funds.
2. Americans With Disabilities Act - Contractors shall comply with the provisions of the Americans With Disabilities Act Of 1990, As Amended.
3. Lead-Based Paint - Project is to be constructed without the use of lead-based paint. A written, notarized statement on the company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such a statement is submitted. Contractor shall agree that if lead-based paint is subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such lead-based paint and damages or claims against the County.
4. Energy Policy and Conservation Act - Contractors shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
5. Contractors shall be required to provide active SAM.gov registrations for the same business entity in compliance with State and Federal requirements prior to execution of Construction Contract.
6. Eligibility for employment. Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.
7. The greatest extent possible means the efforts undertaken to obtain section 3 resident or business participation in the contract, and shall include, but not be limited to the following actions:
 - Advertisement in a newspaper of general circulation. Proof of advertisement or publication shall be documented.
 - Attempt to recruit from the service area or PHA the necessary number of section 3 residents through local advertising, posters placed at the project site, community organizations, and other public and private institutions operating within the service area.
 - Forward to OCHCD a list of all Section 3 residents and /or businesses who have applied on their own or on referral from any source and employ such persons if otherwise eligible and/or qualified and if a vacancy exists. If no vacancy exists, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.
 - The selected contractor shall provide OCHCD with the specific number of section 3 residents to be trained or employed.
8. The Owner hereby includes in this document and further requires the CONTRACTOR to include as part of any related subcontract the following "Section 3 Clause."
9. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
10. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

12. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
13. The CONTRACTOR will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
14. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONTRACTORS and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 75.
15. Prior to contract execution, the CONTRACTOR will provide a preliminary State of Work Force Needs, listing same as skilled, unskilled, semiskilled, and trainee by category indicating classifications to be employed and those currently employed. Contract and, by his specific stipulation, all subcontractors agree to utilize lower income project area residents as trainees and employees to the greatest extent feasible; "lower income project area resident" being defined as any individual who resides in the project area and whose family income does not exceed 90% of the project area median.
16. Prior to contract execution, the CONTRACTOR will submit an Action Plan which will:
 1. Set forth the approximate dollar value of and identify all subcontracts to be awarded.
 2. Set forth a goal or target number and dollar amount to be awarded eligible project area businesses.
 3. Outline anticipated steps to be taken to achieve said goal.
17. For the purpose of this section, "project area" is defined as being coextensive with the geographic boundaries of Orange County, said area being the smallest political jurisdiction of those participating equipped to administer projects included in the County's Community Development Block Grant program. Submittals will be reviewed by the Labor Relations Specialist for adequacy and contract execution may be postponed pending necessary revision of submittals.

The entire project is subject to:

- **Davis-Bacon Labor Standards** (DBLS- (prevailing wage requirements & weekly certified payroll compliance, 40 U.S.C. 3701-3708), 29 CFR part 5.
- **Build America, Buy America (BABA) Act** requirements, HUD CPD Notice: 2023-12cpdn
- **Section 3** (low-income resident utilization, See 24 CFR part 75), when the total amount of assistance to the project exceeds a threshold of \$200,000. Contractors that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

SECTION 3 CLAUSE: 24 CFR Parts 75,

24 C.F.R. § 75.3 Subpart A (2) (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.

Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

All contracts and sub-contracts subject to Section 3 requirements will include the following 24 CFR § 75 clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 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 75, 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 75. 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 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with Hud's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SPECIAL PROVISIONS C.D.B.G. PROJECT

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to provide economic and employment opportunities to low and very-low-income individuals. Section 3 requires recipients of certain types of HUD funding to ensure to the “greatest extent feasible” that a certain percentage of the job training, employment, and contracting opportunities that arise from the expenditure of the funds benefit low and very-low-income individuals.

24 CFR Part 75: Amend/Create the following documents to conform with New Section 3 Rule for labor hour benchmarks:

II. Definitions:

1. **Section 3 Worker:** A Section 3 worker is any worker who currently fits, or when hired within the past five (5) years fit, at least one of the following categories, as documented:
 - A low or very low-income worker; or
 - Employed by a Section 3 business concern; or
 - A Youthbuild participant.

Note: Section 3 workers are not exempt from meeting the qualifications of the position to be filled.
2. **Targeted Section 3 Worker:** A Section 3 targeted worker is a Section 3 worker who:
 - Employed by a Section 3 business concern; or
 - Currently fits or when hired fit at least one of the following categories as documented within the past five (1) years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A Youthbuild participant
3. **Section 3 Business Concern means:** A business concern meeting at **least one** of the following criteria, documented within the last six-month period:
 - At least **51% or more** owned and controlled by low- or very low-income persons; or
 - Over **75%** of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - It is a business at least **51%** owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

III. **Section 8-assisted housing** refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

IV. **Service area or the neighborhood of the project** means an area within **one mile of the Section 3 project** or, **if fewer than 5,000 people live within one mile of a Section 3 project**, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Section 3 statute requires certain recipients to prioritize their efforts to direct employment and economic opportunities to specific groups of low- and very low-income individuals.

The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction.

- Section 3 Business Concern, Section 3 Worker and Targeted Section 3 Worker Definitions (Parts 75.5; 75.11; 75.21)
- Employment and training/Hiring Priorities/Subcontracting Requirements (Part 75.9)
- Labor Hours Reporting Requirements/Qualitative Efforts Made (Part 75.15)
- Documenting Compliance/Record Keeping/Certifications (Part 75.31)

Orange County Housing and Community Development Division Section 3 Individual Income Limits

Eligibility Guidelines: The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

| FY 2025 Income Limit Area | Income Limits Category | Income Limits |
|--|-------------------------------------|-----------------|
| <u>Orange County, Florida</u> <i>Effective: 4/1/2025</i> | Extremely Low-Income Limits (30%) | \$22,150 |
| | Very Low-Income Limits (50%) | \$36,900 |
| | Low-Income Limits (80%) | \$59,050 |

SECTION 3 CONTRACTOR COMPLIANCE PLAN Orange County Housing and Community Development (HCD)

**THIS PACKAGE MUST BE SIGNED AND RETURNED WITH YOUR BID
BY THE SUBMITTAL DEADLINE.**

FAILURE TO DO IT MAY BE CAUSE FOR REJECTION OF BID.

For more details about Section 3, please follow the link below:

<https://www.hud.gov/sites/documents/11SECFAQS.PDF>

Project Name: _____ DATE: _____

Company: _____

Contact Name: _____ Phone Number: _____ Email: _____

The general contractor is required to complete a *Section 3 Reporting Form* for any prime contract that is **over \$200,000**. The general contractor is responsible for obtaining information for the *Section 3 Compliance Packet* from all subcontractors, to include tiered-subcontractors.

Purpose Section 3 is of clause in the Housing and Urban Development Act of 1968. Its intent is to provide job training and employment opportunities from programs that receive HUD funding to local low-income residents and the businesses they own or that employ them.

Goals Section 3 residents will comprise 20% of Section 3 Worker Goal and 5% Targeted Section 3 Worker Goal. The contractor must provide documentation of how new employment and subcontracting opportunities have been directed *to the greatest extent feasible* to Section 3 residents and business concerns to try to achieve these goals. This documentation must include efforts made by subcontractors to direct hiring opportunities to Section 3 residents.

Contracting: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

Contractor Responsibilities

- The general contractor is to ensure their subcontractors adhere to their Section 3 responsibilities.
 - Section 3 outreach and contract requirements are necessary for all general contracts of **\$200,000** or more, along with all subcontractors under the general contract.
 - Section 3 reporting submitted by the general contractor is required on all subcontracts, to include tiered-subcontracts. The general contractor must ensure each subcontractor understands the Section 3 requirements and goals. The general contractor must document its own efforts and each subcontractor's efforts to comply with these requirements.
- For Section 3 covered contracts, document the outreach efforts to recruit potential Section 3 residents for employment opportunities for any subcontracting opportunities through methods such as: Local advertising, notices to professional associations and trade networks, signs placed at job site and local community organizations, Youthbuild.gov and use of local Section 3 Certified Business Concerns lists. Maintain documentation on the number of Section 3 residents that apply for new employment opportunities and the number of Section 3 business that bid on contracting opportunities.
- Complete the *Section 3 Compliance Packet* for all contracts.

Labor Hours

- Any new full-time employment opportunity that results from a Section 3 covered contract must be directed to Section 3 residents,
 - ☐ **Section 3 Worker (as defined below)**
 - A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
 - Employed by a Section 3 business concern; or
 - A YouthBuild participant.

- ☐ **Targeted Section 3 Worker (as defined below)**

- Employed by a Section 3 business concern or
 - Currently meets or when hired met at least one of the following categories as documented within the past five (5) years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A YouthBuild participant.
- ☐ To be qualified as a Section 3 resident, an applicant must complete a *Section 3 Resident Certification* form.

Section 3 residents applying for new employment opportunities must still be qualified for the position in order to be hired.

- Contractors will post any new employment opportunities at the job site, local community organizations, local advertising, notices to professional associations and trade networks.
- When considering employment of a Section 3 resident and more than one qualified Section 3 applicant has applied, use this order of priority in considering the qualified applicants:
 - ☐ Residents of the properties located in the area of the construction project receive first priority, then other residents.
 - ☐ Current HUD Youthbuild participants, this priority should come before other Section 3 residents residing in the city where the construction project is located.
 - ☐ Other Section 3 residents residing in the city where the construction project is located.
 - ☐ Other Section 3 residents
- Properly document hours worked by Targeted and Section 3 Workers for the *Section 3 Compliance Packet*.
- Goal: Total Number of Hours Worked: _____ x 25% = Section 3 Goal _____
- Goal: Total Number of Hours Worked: _____ x 5% = Targeted Section 3 Goal _____
- Describe in the space below the strategies you will implement to hire Section 3 residents and log hours.

Contractor Acceptance

I certify that I have read this Section 3 Compliance Plan and will work to implement all aspects of this program.

Signature: _____

Date: _____

Print Name: _____

**ORANGE COUNTY HOUSING AND COMMUNITY DEVELOPMENT
NEW HIRES SECTION 3
MONTHLY COMPLIANCE FORM**

GC is required to provide this form to any subcontractor firm they hire for this project

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting.

Firm/Contractor Name: _____

Project Name: _____

Project Address: _____

Draw #: _____ **Date:** _____ **From:** _____ **To:** _____

Check all that apply:

☐ We have **not hired** any new employees during DRAW REQUEST # ☐

☐ During the above draw schedule and/or within the past five (5) years we have hired:

| | | |
|------------------------------|-----------------------------|---|
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Section 3 employees and/or |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> A low or very low-income worker and/or |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Non-Section 3 employees and/or |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> A Youthbuild participant. |

We have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: **(check all that applies below):**

- _____ We have advertised to fill any vacancies at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods to fill any vacancies.
- _____ Placed signs or posters in prominent places at each of the above listed development
- _____ Taken photographs of the above item to document that the above step was carried out
- _____ Distributed employment flyers to each of the residents and posted flyers at this development site
- _____ Contacted any HUD www.YouthBuild.org programs currently operating in Orange County for Youthbuild referrals
- _____ Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired
- _____ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 residents.
- _____ Sent a notice about Section 3 training and employment requirements and opportunities to labor organization or to worker representatives with whom our firm has a collective bargaining or other agreement.
-

Contractor

Signature

Printed Name and Title

Date

| | | |
|--|---|---|
| Section 3 Worker Self-Certification-Housing and Community Development | U.S. Department of Housing and Urban Development Office of Field Policy and Management | HUD FORM 4736C OMB Approval Number 2501-0041 (Exp. 04/30/2025) |
|--|---|---|

(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, any United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Worker, you must meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

| | |
|---|---|
| <ul style="list-style-type: none">• Income for the previous calendar year is below the income limit*• A participant in a means-tested program such as public housing or Section 8-assisted housing• A YouthBuild Participant* | 2025 Income limit: \$28.39/ hour (\$59,050/year Eff: 4/1/25) |
|---|---|

*Currently or at the time of hire if hired within the past 5 years

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement you meet to be considered a Targeted Section 3 worker in the box below. If you select “Living within the service area or neighborhood of the project,” that selection will have to be confirmed by your employer. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

| |
|---|
| <p>___ Living within the service area or neighborhood of the project (1 mile radio of project)</p> <p>___ YouthBuild participant*</p> |
|---|

*Currently or at the time of hire if hired within the past 5 years

☐ In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

| | | |
|--|---|---|
| Section 3 Housing and Community Development Employer Certification Form | U.S. Department of Housing and Urban Development Office of Field Policy and Management | HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025) |
|--|---|---|

(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please Provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (*Not a PO Box*) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

| | |
|---|--|
| <p>____ Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*</p> <p>____ Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)</p> <p>____ Worker's residence is within the service area or neighborhood of the project</p> | <p>2025 Income limit: \$28.39/ hour (\$59,050/year Eff: 4/1/25)</p> |
|---|--|

*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

BUILD AMERICA, BUY AMERICA ACT (BABA): HUD CPD Notice: 2023-12cpdn

The Build America, Buy America Act's domestic content procurement preference as applied to HUD's Federal Financial Assistance programs. The Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, **and construction materials** used in covered infrastructure projects are produced in the United States (Made in USA).

The General Contractor, Subcontractors, tiered subcontractors must comply with Section 70914 of Public Law No. 117-58, §§ 70901, also known as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117 58, which includes the Build America, Buy America Act ("BABA"). All contractors are responsible for ensuring that their projects comply with the Build America, Buy America (BABA) Act. BABA requires that certain materials used in federally funded projects are produced in the United States. For additional information, follow this link: <https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-12cpdn.pdf>

BABA requires the following Buy America preferences:

- a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. For the purposes of this provision, "construction materials" includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: (1) non-ferrous metals; (2) plastic and polymer-based products (including polyvinylchloride, composite building; (3) materials, and polymers used in fiber optic cables); (4) glass (including optic glass); (5) lumber; or (6) drywall.

This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to the Project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

Orange County will need proof of proper documentation to demonstrate compliance with BABA for purchased products covered by the Act, which may include either documentation that the products are BABA compliant or manufactured in the U.S. For projects that are co-funded, there may be other requirements from other funding providers.

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-12cpdn.pdf>

ORANGE COUNTY, FLORIDA
BUILD AMERICA, BUY AMERICA ACT (BABAA)
CONTRACTOR OR SUBCONTRACTOR CERTIFICATION LETTER

The Build America, Buy America Act (BABAA) requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States. In accordance with BABAA, Orange County, Florida must ensure that no federal financial assistance for “infrastructure” projects are awarded “unless all the iron, steel, manufactured products and construction materials used in the project are produced in the United States (Made in USA).”

An “infrastructure project” is defined as: “Any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.” 2 C.F.R. § 184.3, § 184.4(d).

The following information is provided for BABAA compliance (effective May 14, 2022).

The undersigned certifies that for this project: _____

Located at: _____, Orlando, Florida _____

All the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States.

For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

If any of the above compliance statements change while providing material to this project, we will immediately notify Orange County.

“The, _____ **[Contractor or Subcontractor]**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the _____ **[Contractor or Subcontractor]** understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of **[Contractor's or Subcontractor's]** Authorized Official

Date

Name and Title of **[Contractor's or Subcontractor's]** Authorized Official

Manufacturer Certifications: Although requesting manufacturer certifications is not required, as an additional step to ensure compliance when purchasing products for the project, Orange County may request a certification letter from the product manufacturer to demonstrate compliance with BABAA requirements. Orange County recommends this step as a best practice for documenting compliance with BABAA. The certification letter shall contain the following essential elements, which include: 1) specific product information, 2) location of manufacturer (country), 3) reference to the project, 4) compliance with BABAA reference. The certification should be maintained as part of this project record to be available to Orange County if requested.

ORANGE COUNTY

CONSTRUCTION SIGN SPECIFICATIONS

LOCATION:

The sign shall be installed in the locations approved by the Project Manager.

CONSTRUCTION:

1. The sign shall be constructed of 4-foot X 8-foot Plywood sheet, with two 4-inch X 4-inch (nominal) support posts and 2-inch X 4-inch (nominal) cross braces or other substantial material accepted by the Project Manager. The minimum thickness of the plywood will be 1-inch.
2. Sign face shall be 4-foot vertical X 8-foot horizontal with 4-foot clearance from the bottom of the sign face to the ground surface for a total of 8-foot sign height from the ground level. The two 4-inch X 4-inch (nominal) support posts shall be embedded a minimum of 2-feet into the ground.

FACE PREPARATION:

1. Provide a 2-inch-wide pastel blue border or line as shown on the attached drawing.
2. The lettering shall be black Helvetica type style and painted on a white background.
3. Sign face is to be one face only.
4. Paint support posts white.

SIGN CONTENT:

Sign content shall be as shown on the attached illustration; relationship of lettering size will be similar to that depicted on the attached drawing.

IMPORTANT NOTE:

Add the actual project name, project costs, engineer, and contractor in the space indicated on the attached drawing.



ProjectName: _____

Jerry L. Demings, County Mayor

A Project in Orange County District ____

BOARD OF COUNTY COMMISSIONERS

Nicole Wilson, District 1

Christine Moore, District 2

Mayra Uribe, District 3

Maribel Gomez Cordero, District 4

Kelly Semrad, District 5

Michael "Mike" Scott, District 6

Funded in part by the Orange County Housing & Community Development CDBG Program

AWARD: \$ _____

DESIGN BY:

CONSTRUCTED BY:

CONSTRUCTION OVERSIGHT:



HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as _____ (Role) of _____ (Company).
3. _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title),
declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

NAME OF BUSINESS ENTITY

SIGNATURE

TYPE NAME AND TITLE

By executing this Agreement, Contractors agree to include contract clauses, verbatim, and Special Provisions- Non-Technical Specifications in every subcontract in full and acknowledges that:

- This project is funded by the Community Development Block Grant Program (CDBG) and must comply with federal regulations and requirements included in the applicable Supplemental Conditions/Special Provisions. The Contractor agrees to comply with the requirements of the Davis-Bacon and related Acts, Section 3 and Federal Wages, which requires the payment of prevailing wage rates as determined by the US Department of Labor to all laborers and mechanics on federally funded projects.
- **The contractor must include Special Provisions and all federal requirements language into any subcontract and ensure each subcontractor includes the same language in all associated subcontracts, and tiered subcontracts. Contracted laborers and mechanics are subject to wages at a rate no less than those determined by the U.S. Department of Labor (DOL) enclosed in the special provisions.**
- **Section 3:** 24 C.F.R. § 75.3 Subpart A (2) (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
- Section 3 requires that to the greatest extent feasible, opportunities for employment and training be given to Section 3 workers, Section 3 business, to include-lower incomeresidents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
 - *Section 3 applies to an entire project, regardless of whether the project is fully or partially assisted under HUD program that provides housing and community development financial assistance .*
- **For any other HUD/federal assisted project that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.**
- **LABOR REQUIREMENTS: Grantees, General Contractor, Sub-Contractor and/or tiered-sub must comply with certain regulations on wage and labor standards, Davis-Bacon and the Contract Work Hours and Safety Standards Acts, every construction triggers the following requirements.**
- Davis-Bacon and Related Acts (40 USC 276(a)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance and excludes from wage requirements apprentices enrolled in bona fide apprenticeship programs.
- Contract Workhouse and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.
- Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled and requires all contractors to submit weekly payrolls and statements of compliance.
- For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.
- Fair Labor Standards Act of 1938 (FLSA). As Amended (26 USC 201.et.seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work and establishes child labor standards.

RESPONSIBILITY OF THE PRIME CONTRACTOR: The principal contractor (also referred to as the prime or general contractor) is responsible for:

- The completion of the project and for compliance of the Davis-Bacon Act. The contractor or administrator of projects are required to ensure wages are paid and reported accurately in payroll reports. Certified payroll reports help contractors accomplish this task.
- **Prime contractors and upper-tier contractors may be liable for lower-tier subcontractors' violations. Prime Contractor is responsible for paying back wages and be subject to debarment. Prime contractors are responsible for subs regardless of intent. Upper-tier contractors must have some degree of intent.**
- Weekly certified payroll reports are comprehensive federal reports that are submitted to the agency in charge of the government contract. It lists all employees, their wages, benefits, type of work they did, and hours worked each week. It also includes withholdings such as taxes and child support.
- Full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. **The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor** with all contract clauses in 29 CFR Part 5.5.
- Shall maintain an active registration with SAM.gov, SUNBIZ.org and Florida DBPR for the entire Term of this Agreement; and It shall notify the County within five (5) business days if is added to the SAM Exclusions list, currently debarred or suspended; proposed for debarment or suspension; or indicted, convicted, or had a civil judgment rendered against it for any of the offenses listed in the regulations governing debarment and suspension at 2 CFR Part 180 and Part 1532; or declared ineligible or excluded from participating in federal contracts or contracts paid for with federal funds; or should its status under the SAM system change in any way, during the Term of this Agreement.
- Shall be able to provide to the Agency and Orange County Program Administrator a **copy of all executed contracts/ subcontracts with any sub-contractors, and any lower tier subcontractors all of which shall include Orange County Special Provisions and all federal requirements language into any subcontract and ensure each subcontractor includes the same language in all associated subcontracts or tiered- sub** to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.
- Contracted laborers and mechanics are subject to wages at a rate no less than those determined by the U.S. Department of Labor (DOL) enclosed in the special provisions.
- Shall not enter into any Subcontract with any person or firm debarred from Government contracts. Neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. By acceptance of this order, the contractor affirms that it is in compliance with the requirements of ("OMB Guidelines to Agencies on Government wide Debarment and Suspension") and that neither it, its principals, nor its subcontractors or any lower tier are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- **Administrative Sanctions:** Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or the Department of Labor. Failure to comply with these conditions may lead to sanctions which can include termination of the contract and/or withheld a draw until all documentation has been provided. The penalty for not complying can be costly. Falsification of certified payroll record or kickback of wages may be subject to prosecution, the penalty of which could be either fines and/or imprisonment. **Contractors or subcontractors found guilty of not complying with the Davis-Bacon Act or found to be "in aggravated or willful violation" may be subject to debarment from future contracts for up to three years.** Contract payments may also be withheld in sufficient amounts to satisfy liabilities for unpaid wages and liquidated damages due to overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA).
- **All parties agree that any contractors or subcontractors on the project assisted with these federal funds must be in compliance with Davis-Bacon and Related Acts. (40 U.S.C. § 3141, et seq.; 29 U.S.C. § 201, et seq.; 40 U.S.C. § 3701, et seq.; 40 U.S.C. § 3145; and 18 U.S.C. § 874). This section applies to the entire project, even when this grant funding is used to only fund a portion of the project and the other portions are paid for with other funding sources.**

Related Links:

Davis-Bacon and Related Act: <https://www.dol.gov/agencies/whd/government-contracts/construction>

AAM No. 244: Updating the Davis-Bacon and Related Acts, Regulations, effective 10/13/2023:

<https://www.federalregister.gov/documents/2023/08/23/2023-17221/updating-the-davis-bacon-and-related-acts-regulations>