Community Development Project
Compliance Manual

Community Investment Team

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INTRODUCTION

The Division of Housing Mission Statement
Partner to create housing opportunities and shape community.

It is the goal of the City to have at least 10% of the overall housing stock be permanently affordable to households earning up to 60% of the Area Median Income (AMI) for rental housing and 80% AMI for homeownership units. In addition, the City is attempting to create an affordable housing continuum that ensures housing choices at every income level, as well as the possibility for households to "move up" from one level to the next as their income increases. The preservation of existing affordable units is given importance equal to that of the creation of new units and the purchase of land for future development of affordable units.

The City of Boulder is a Participating Jurisdiction, designated by the U.S. Department of Housing and Urban Development to administer HOME Investment Partnership program (HOME) funds and Community Development Block Grant (CDBG) funds. The city has also developed local ordinances and sources of funds to further support its effort towards the creation and preservation of an affordable housing continuum that ensures housing choices at every income level. See Chapter 1 for additional information regarding funding, Inclusionary Housing and Annexation.

PURPOSE

In addition to administering the Funding Program, the Community Investment Team is also responsible for Project Management and ongoing statutory and regulatory compliance monitoring. The purpose of this manual is to provide guidance to entities receiving federal and/or local funds through the City of Boulder, Division of Housing Funding Program, while ensuring that all recipients of funds adhere to federal and local regulations and policies. It is designed to help Grantees understand the requirements that apply to the use of federal and local funds for the delivery of programs and activities.

The manual is to be used as a *supplement* to applicable regulations, standards, and policies. The basic program regulations governing management and financial systems for the CDBG and HOME programs are contained in the Code of Federal Regulations Title 24 (24 CFR). Project specific inquiries should be directed to the Project Manager assigned to the funded project. Questions regarding compliance should be directed to the Compliance & Project Manager. All Housing Division personnel can be reached at (303) 441-3157.

CONTENTS OF THIS MANUAL

The city's local requirements in addition to federal requirements are established in an effort to lay the foundation for ensuring compliance and project success at the earliest stage of a project and throughout the period of affordability. City-supported projects are often financed with a combination of funds. When combining multiple sources of funds, the Owner/Manager must comply with the requirements of all applicable programs. Generally, this can be achieved by complying with the most restrictive requirement. The manual is

designed to answer questions regarding the policies, procedures, rules, and regulations that govern community development projects that involve acquisition, new construction and rehabilitation of affordable housing and public facilities in addition to funding for public service projects that provide community benefit. It is important to note that this manual is to be used as a supplement to existing laws and rules.

WHO SHOULD READ THIS MANUAL?

This manual is intended to be used as a training and reference manual to assist Grantees and their designees in meeting the compliance requirements for their city-supported project. This manual may be superseded by changes in local policies, federal program requirements and technical revisions. Partners will be notified of these revisions via email and publication on the city's website. A copy of the manual can be accessed at the City of Boulder Division of Housing Grant Compliance & Asset Management website at https://bouldercolorado.gov/housing/grants-compliance-and-asset-management

Chapter 1: Funding

1.1 Funding Overview

The Community Investment Team (CIT) administers the Funding Program on behalf of the city. The combined federal and local funding sources create a pool of funds that support a variety of housing opportunities, programs and community development projects. CIT partners with community groups to provide a variety of housing choices and access to services to households at all income levels. The Funding Program focuses its efforts at the lower end of the income spectrum targeting the following populations:

- Families with children;
- Households with working members who earn a low or moderate wage; and
- Special population groups including:
    - ✓ Physically disabled
    - ✓ Chronically mentally ill
    - ✓ Elderly

Rental housing units produced, acquired and preserved through a grant allocation from the City of Boulder or provided through Inclusionary Housing or annexation are subject to compliance and eligibility requirements in perpetuity. These requirements are formally agreed to by the signing of a Low Income Rental Housing Covenant prior to the drawdown of any funds or issuance of building permits. These covenants run with the land and may only be amended without the agreement of all signing parties.

Community Development projects funded through a grant allocation from the City of Boulder are also subject to compliance and eligibility requirements. These requirements are formally agreed to by the signing of a Funding Agreement prior to the issuance of required permits and commencement of the project. These projects are also subject to a period of affordability that is outlined in the Funding Policies referenced in Section 1.4

1.2 Sources of Funds

The city currently has four funding sources and one Housing ordinance whereby affordable housing units are acquired. These sources include:

- Affordable Housing Fund (AHF)
- Community Development Block Grant (CDBG)
- Community Housing Assistance Program (CHAP)
- HOME Investment Partnership (HOME)

In addition to providing funding to help community partners and developers produce affordable housing units, the city also secures affordable housing units through the Inclusionary Housing Program and Annexation. The Inclusionary Housing ordinance

requires that new residential development contribute twenty percent of the total number of units as permanently affordable to low income households.

With the exception of the Community Development block Grant program, each fund promotes affordable housing as its primary goal. Different requirements and restrictions apply, yet the potential for complementary uses exists and is often utilized. For example, CHAP funds support housing for persons earning 15 percent to 60 percent of the Area Median Income (AMI); HOME and CDBG funds may be used for households with incomes up to the HUD low-income limit. Together, fund sources can be used on a mixed income housing development which provides for households with very low incomes, middle incomes and market rate housing.

1.3 Description of Funding Sources

Community Housing Assistance Program (CHAP)

In 1991, the process and procedures for allocating funds under the Community Housing Assistance Program (CHAP) were adopted. CHAP is a locally administered housing fund designed to increase the supply of affordable housing in the Boulder community. The overall goal is to provide affordable housing to households earning between 30% to 60& of the Area Median Income (AMI). Revenues to support this fund are derived from an 8/10ths of a mill property tax and a housing excise tax imposed on all new developments in Boulder.

Affordable Housing Funds (AHF)

Inclusionary Housing requires that new residential development contribute at least twenty percent of the total units as permanently affordable. Developers may opt to provide cash in lieu of providing permanently affordable housing. This fund is comprised of cash in lieu payments contributed by developers. The fund is targeted to households with incomes that are ten percent above the HUD Low Income Limit.

HOME Investment Partnership Funds

HOME is a federally funded block grant solely targeted for affordable housing. In 1992, the City of Boulder was named an “entitlement community.” The annual allocation allows the Division of Housing to administer the funds rather than competing for funds at the state level. HOME is more restrictive than the Community Development Block Grant (CDBG); most distinctive are the matching fund requirements. Federal funds may not be used to match HOME dollars. HOME funds must be used to provide housing in which 90% of the assisted units are affordable to households earning up to 60% of the AMI and 10% of the assisted units are affordable to households earning up to 80% of the AMI (Mixed income projects are eligible for these funds).

HOME funds are used to achieve the following objectives:

1. To provide decent, safe and affordable housing to lower-income households. To expand the capacity of non-profit housing providers.
2. To strengthen the ability of state and local governments to provide housing.
3. To leverage private sector participation.

Eligible activities are defined in the City's ***current 5 Year Consolidated Plan*** and includes the primary goal of the City to increase or strengthen homeownership. The categories include:

- Tenant Based Rental Assistance
- Rental Activities
- Rental Rehabilitation
- Homebuyer Activities
- Housing Rehabilitation of owner-occupied units
- Other Eligible Housing Activities

Community Development Block Grant (CDBG)

Since 1975, the Community Development Block Grant (CDBG) program has been available to support many housing and social service solutions. CDBG is a federal program which has been one of the primary revenue sources available for affordable housing. Its purpose is fairly broad, in that it is to benefit low to moderate income households. Activities have included housing assistance, economic development, downtown redevelopment and social service support. Over the years, the City has allocated approximately 50 percent of its CDBG money for housing assistance. The primary requirement for CDBG funds is that persons assisted as a result of these funds earn no more than the HUD Low Income Limit for Boulder.

CDBG funds are used to achieve the following national objectives:

1. To benefit low and moderate income persons.

2. To prevent or eliminate slums or blight.

3. To meet community development needs which have a particular urgency.

CDBG Funds may be utilized for General Programs and Public Services or Development Projects in accordance with the following categories of activities:

- Acquisition of Real Property
- Disposition
- Public Facilities/Improvements
- Clearance

- Public Services
- Housing Rehabilitation
- Reconstruction of Housing
- Planning and Capacity Building
- Program Administration Costs
- Miscellaneous Other Activities

1.4 Funding Policies

The city's Funding policies outline the funding process, eligibility, evaluation criteria and administration of funding awards. The Funding Policies are published on the city's website: https://bouldercolorado.gov/housing/housing-division-funding-policies

Chapter 2: Roles & Responsibilities

2.1 Community Investment Program Manager

The Community Investment Program Manager is responsible for overseeing the administration of the Funding and Compliance Programs. The Program Manager provides leadership and supervision of the Community Investment Team. The Community Investment Program Manager collaborates with city staff and community partners in identifying and analyzing community needs in an effort to identify funding goals and priorities. The Community Investment Program Manager also serves as a Project Manager for funded projects.

2.2 Funding Administrator

The Funding Administrator is responsible for administering the funding process and works directly with Grantees throughout the negotiation and execution of contracts. The Funding Administer manages the city's federal reporting which includes the coordination and development of the Consolidated Plan, Action Plan and CAPER. The Funding Administrator also serves as a Project Manager for funded projects.

2.3 CIT Project Manager

When a project is funded, it is assigned to a Community Investment Team, Project Manager who serves as the contact person for that project. All inquiries or status changes of the project must be directed to the CIT Project Manager until all the funds have been drawn down. The CIT Project Manager confirms that funding conditions and requirements have been met. Any significant changes in the use of funds or building plans must be approved by the CIT Project Manager. It is the responsibility of the Grantee to keep the CIT Project Manager informed of the following: the project schedule, completion date, as well as any material changes, such as ownership or management that are made at any time. After the project has expended all funds, the Grantee must keep the Compliance & Project Manager apprised of the same.

2.4 Compliance & Project Manager

The Compliance & Project Manager serves as both a Compliance Manager and a Project Manager for all HOME and CDBG funded projects. The Compliance & Project Manager is responsible is to ensure that all project and programs are in compliance with applicable rules and regulations during the progression of the project and through project completion. The Compliance & Project Manager will ensure that all units are in compliance accordance with Covenants and Agreements and meet the City's property standard requirements. The Compliance & Project Manager receives all documentation which is to be submitted to the Division of Housing for compliance monitoring purposes. The Compliance & Project Manager serves as a primary contact for information and questions related to compliance monitoring as well as questions that may arise from project implementation to lease up and on-going compliance.

Risk Assessments, Project/Program Performance Analysis, Desk Monitoring reviews will be conducted by the Compliance & Project Manager to ensure all projects and programs maintain long-term sustainability.

2.5 Compliance & Data Specialist

The Compliance & Data Specialist is responsible to ensure that permanently affordable rental units are leased in accordance with funding conditions, covenants and agreements. The Compliance & Data Specialist works directly with property managers to ensure compliance with all programs and projects. The Compliance & Data Specialist sends requests for all documentation which is to be submitted to the Division of Housing for compliance monitoring purposes. The Compliance & Data Specialist also serves as a contact for information and questions about compliance monitoring and questions that may arise as it relates to long term monitoring. Regular on-site monitoring reviews, necessary follow-up reviews and unit/property inspections will be conducted by the Compliance & Data Specialist in order to verify compliance. The Compliance & Data Specialist will assist the Compliance & Project Manager in providing technical assistance for Grantees, Project Managers and Property Managers as needed.

2.6 Grantee

Grantees are direct beneficiaries of city-support whether it is through funding, Inclusionary Housing or Annexation. The Grantee is responsible to provide information related to the progress and performance of the funded project on a quarterly basis. Prior to the drawdown of any funds, the recipient must demonstrate to the CIT Project Manager that all funding conditions have been met. Failure to meet the agreed upon funding conditions will result in the inability of the recipient to draw down any funds. After a project has been completed, and all funds have been drawn down, the recipient must provide beneficiary information on an annual basis.

2.7 Grantee Project Manager

Each Grantee typically assigns a Project Manager that serves as a primary contact for the funded project and works closely with the CIT Project Manager or the Compliance & Project Manager. The Project Manager will be responsible to ensure that all project related compliance requirements have been satisfied according to the terms of the Funding Agreement executed prior to the release of grant funds.

Chapter 3: Project Start-Up

3.1 Overview

There are six procedural steps which typically precede actual initiation of project activities. These steps include:

STEP 1: Receipt of Funding Notification

STEP 2: Preparation of the Environmental Review Record

STEP 3: Execution of the Funding Agreement

STEP 4: Identification of Local Requirements

STEP 5: Addressing Federal Requirements

STEP 6: Establishing a Recordkeeping System

These steps are considered to be typical. All six steps, however, are not necessarily required for all projects. Also, the steps are not intended to be strictly sequential or separate. In some cases, the order of the steps may be altered, and in many cases a number of the steps can be undertaken concurrently.

3.2 Receipt of Funding Notification

A letter announcing the award of funds is sent to each successful funding applicant. This letter specifies the amount of the award, the activity or activities for which the award is being made, and any special conditions or requirements placed on the award. It also identifies the Funding Administrator and CIT Project Manager whom the Grantee should contact in order to initiate contracting procedures. Finally, and perhaps most importantly, the award letter cautions the Grantee that it cannot begin to incur either administrative or program costs associated with the project until:

A. The CIT Compliance staff has completed an environmental review and funds have been released by HUD as applicable.

B. A contract between the City and the Grantee is fully and properly executed.

3.3 Preparation of the Environmental Review

This step is discussed in detail in Chapter 6: Environmental Review, of this Manual.

3.4 Execution of the Funding Agreement

Following the receipt of the funding notification, the Grantee should contact the Funding Administrator identified in the award letter to initiate contracting procedures. The Funding Agreement is a written contract entered into by the City and the Grantee which specifies the responsibilities, authority and benefits of both parties and of contractors/subcontractors of the Grantee.

Based on the Grantee's application and subsequent negotiations and discussions with the Grantee, the Funding Administrator prepares the draft Agreement. All Agreements will be reviewed by the Community Investment Program Manager and the city attorney office for accuracy and to ensure that it is consistent with local power and authorities. Any discrepancies or issues should be raised with the Funding Administrator. The Grantee is provided a copy of the Agreement for review. Once agreed upon, the Agreement is then routed for signature by all parties.

Following local review and acceptance of the Agreement, the City Manager or his/her authorized designee will sign the contract and return to the Funding Administrator. The Agreement will then be executed and specify the effective date. A fully executed copy of the Agreement will then be provided to the Grantee.

It is important to remember than only when an environmental review has been completed and the Agreement has been fully executed by all parties, can the Grantee can begin to incur costs subject to:

- Limitations and restrictions resulting from federal environmental review requirements
- Any special conditions which are identified in the award letter or the Agreement.

3.5 Identification of Local Requirements

Beyond the federal program requirements outlined in this Manual, each Grantee may also be subject to local resolutions, laws and rules specific to the City of Boulder. Prior to the implementation of actual project activities, the Grantee should review each element of the project with the city's Planning Department to determine if any local zoning, land use, permits or other requirements that may apply.

3.6 Federal Requirements

Please refer to Chapter 7 for a detailed list of federal requirements.

3.7 Establishing A Record Keeping System

The Division of Housing has established uniform record keeping requirements for Grantees receiving funds under the Funding Program. We suggest the Grantee establish project files that document all applicable compliance requirements. A review of these files will be conducted as part of the city's monitoring process. Some projects, e.g. construction, may also be required to establish and maintain separate files to demonstrate compliance with all applicable requirements. A list of required records for each compliance areas are outlined in each respective sections of this Manual.

Chapter 4: Environmental Review

4.1 Overview

This chapter discusses the key environmental requirements that Grantees of federally funded projects must comply with to assure protection of the environment and to consider how environmental conditions could impact a federally funded project. Environmental Reviews are required to comply with the National Environmental Policy Act and HUD's enforcement measures. This includes a review and analysis of thirteen (13) federal laws designed to protect certain environmental areas.

Once an application for CDBG or HOME funds is submitted, no other ***choice-limiting actions*** can take place on the property prior to completion of the Environmental Review. See Section 4.9 for a list of choice-limiting actions. If a project involves any CDBG or HOME funds, an environmental must be performed *before any funds are encumbered.* The City will conduct the environmental review and obtain environmental clearance by HUD, as applicable. Premature committing or expending of any funds, including the Grantee's own funds, prior to this accomplishment, may jeopardize the project's eligibility. The Grantee is encouraged to contact the Compliance & Project Manager before expending any funds or undertaking any physical activity on the project site.

4.2 Determining the Level of Environmental Review

To determine the extent of the environmental review required for each project, the city follows the rules laid out in the Code of Federal Regulations (CFR). The CFR is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government (in this case, Housing and Urban Development). There are four basic categories of environmental review. These categories correspond to the varying scope, complexity and anticipated environmental disturbances associated with different types of CDBG and HOME projects. The four categories of environmental review are:

- Exempt Activity
- Categorically Excluded and ***NOT*** Subject to 24 CFR Part 58
- Categorically Excluded and Subject to 24 CFR Part 58
- Environmental Assessment

4.3 Exempt Activities

Activities considered "exempt" from environmental review requirements of NEPA and other related federal environmental laws include:

- Information and financial services
- Administrative and management activities

- Environmental and other studies, resource identification, and the development of plans and strategies
- Most engineering and design costs associated with eligible project
- Inspections and testing of properties for hazards or defects
- Project planning
- Purchase of insurance
- Purchase of tools
- Technical assistance and training
- Interim assistance to arrest the effects of an imminent threat or physical deterioration in which the assistance does not alter environmental conditions.
- Public services that will not have a physical impact or result in any physical changes e.g., employment, child care, health, education, counseling, welfare)
- Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration
- Per HUD guidance, economic development projects which are non-physical / non-altering projects (such as solely operating expenses and inventory purchases) will normally be exempt.

4.4 Categorically Excluded Not Subject to 24CFR Part 58.35(b)

Activities considered "Categorically Excluded Not Subject to 24 CFR Part 58.35(b)" include:

- Tenant-based rental assistance
- Supportive services (involving payments in the form of subsidies, e.g., health care, housing services, permanent housing placement, day care, Nutritional services, Short-term payments for rent/mortgage/utility costs, Assistance in gaining access to local, State, and federal government benefits and services
- Operating costs (e.g., Maintenance, Security, Operation, Utilities, furnishings, Equipment, Supplies, Staff training and recruitment, Other incidental costs
- Economic development activities (e.g., Equipment purchase, Inventory financing, Interest subsidy, Operating expenses, Similar costs not associated with construction or expansion of existing operations
- Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including, closing costs, down payment assistance, Interest buy downs, Similar activities that result in the transfer of title
  - These activities are subject to the "Other Requirements" found at 24 CFR Part 58.6

- Affordable housing pre-development costs including,
  - Legal costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact
    Consulting costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact
  - Developer costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact
  - Other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact
- Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under 24 CFR Part 58 if the approval is made by the same RE that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under 24 CFR Part 58.47.

4.5 Categorically Excluded Subject to 24CFR Part 58.5

Activities considered "Categorically Excluded Subject to 24 CFR Part 58.5" include projects involving rehabilitation, reconstruction, and/or replacement of an existing facility or infrastructure which would cause only **minimal** change in use, size, or capacity (less than 20%). These activities are categorically excluded from NEPA requirements, but remain subject to other related environmental laws.

- Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets)

- Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons

- Rehabilitation of buildings and improvements when the following conditions are met:
  - 1 to 4 unit building for residential use, when density is not increased beyond 4 units; land use is not changed; and the footprint of the building is not increased in a floodplain or in a wetland area

- Multifamily residential buildings, when:
  - Unit density is not changed more than 20 percent
  - The project does not involve changes in land use from residential to nonresidential; and
  - The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation

- Non-residential structures, including commercial, industrial, and public buildings, when:
  - Facilities and improvement are in place and will not be changed in size or capacity by more than 20 percent; and
  - The activity does not involve a change in land use, such as from nonresidential to residential, commercial to industrial, or from one industrial use to another

- An individual action (non-rehabilitation) on up to 4 dwelling units where there are maximum 4 units on any one site. The units can be 4 one-unit buildings or 1 four-unit building or any combination in between

- An individual action (non-rehabilitation) on a project of 5 or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than 4 housing units on any one site

- Acquisition (including leasing) or disposition of, or equity loans on, an existing structure

- Acquisition (including leasing) of vacant land provided the structure or land acquired, financed, or disposed of will be retained for the

If none of the applicable laws and authorities were triggered in the course of the environmental review (as is the case in most instances), the city's Certifying Officer signs the Statutory Checklist. Once this process has been completed, funds may be drawn down. Grantees must retain a copy for your project file.

4.6 Environmental Assessment

Projects involving new construction, extensive rehabilitation that will substantially increase the size and capacity of a facility or will result in a change of use will require the completion of an Environmental Assessment. In preparing and compiling the Environmental Assessment, the city will request documentation from the Grantee including but not limited to a Phase I Environmental Site Assessment.

Once the Environmental Assessment is completed, the Certifying Officer must make a determination on whether any of the applicable laws and authorities cited were "triggered". Ideally, the project will result in a Finding of No Significant Impact. The city will publish a Combined Notice of Finding of No Significant Impact and Intent to Request Release of Funds. Once the public comment period expires, the city will submit a Request for Release of Funds (RROF) and Certification to HUD along with all required documentation. The city typically receives a letter issuing environmental clearance from HUD within thirty (30) days of receipt of the RROF and Certification.

4.7 Environmental Review Process

The Environmental Review process involves sending notice of the project to certain local, federal and state agencies along with mandatory consulting partners to ascertain the impact the project will have on the environment, if any. Upon completion of the HUD required paperwork, the Agency will be notified of any conditions or mitigation(s) that will be placed on the project. The clearance is normally completed at no cost to the agency. The City reserves the right to direct charge the cost of performing the Environmental Review as a delivery cost to the project/activity.

4.8 Timeline

It is estimated that Environmental Clearances for the first three levels of environmental review may be completed within a fairly short period of time. However, an Environmental Assessment can take up to 120 days (particularly for raw land or land that has never been documented to have homes constructed previously).

It is necessary to plan ahead and begin this process as early as possible to ensure there are no delays in beginning your project. The environmental review may result in a decision to proceed with, modify, or cancel the project. HOME fund approval may occur only upon satisfactory completion of environmental review and receipt by the City of Boulder.

4.9 Choice Limiting Actions

Grantees may not undertake any physical activity on the project site or commit any funds to physical or choice-limiting actions prior to environmental clearance including a release of funds by HUD, as applicable. Any such activity will taint the project which will eliminate the Grantee's option to use federal funds to finance the project. Choice limiting actions include:

- Demolition;
- Movement;
- Rehabilitation, conversion, repair; or
- Construction prior to the environmental clearance.

Chapter 5: Procurement Standards

5.1 Procurement Overview

The City requires that Grantees of city-supported projects to follow the City's purchasing process at a minimum, however it is acceptable for the agency to have more restrictive requirements than the city's procedures. The goods, services or construction to be procured will be noted in the budget line item(s) of the Agreement. No other purchases are authorized. Minimum standards must include the following:

- avoid unnecessary or duplication of purchases;
- obtain favorable prices for goods and services without sacrificing quality;
- ensure maximum open and free competition; and,
- promote national goals related to equal employment opportunity and affirmative action.
- ensure that all procurement documents and contracts include applicable references to statutes, regulations and Executive Orders.

5.2 Procurement Methods

The following is a summary of four basic procurement methods and the requirements associated with them. Any questions regarding these requirements should be directed to the Compliance & Project Manager or the assigned CIT Project Manager, as outlined in the award letter.

A. Small Purchase Procedures

These procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services (professional services such as architectural, engineering, environmental review preparation now fall within this category), supplies or other property costing in the aggregate not more than $100,000. If small purchase procedures are used for procurement under a grant, price or rate quotations must be obtained from at least ***two*** qualified sources, and appropriate documentation must be maintained.

B. Competitive Sealed Bids (Formal Advertising)

Sealed bids are publicly solicited and a firm-fixed contract, lump sum or unit price is awarded to the lowest responsive, responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:

- A complete, adequate, and realistic specification or purchase description must be available.

- Two or more responsible suppliers are willing and able to compete effectively for the Grantee's business.

- The procurement lends itself to a firm-fixed price contractor, and selection of the successful bidder can appropriately be made principally on the basis of price.

If formal advertising is used for procurement under a grant, the following requirements shall apply:

- Invitation for solicitations must be publicly advertised. Sufficient time will be allowed to receive an adequate number of bids from known suppliers, prior to the date for opening of bids.

- The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.

- All bids shall be opened publicly at the time and place stated in the invitation.

- A firm fixed-price contract award shall be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is the lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the Grantee indicates that such discounts are generally taken.

- Any or all bids may be rejected when there is sound documented business reasons for doing so, that are in the best interest of the program.

C. Competitive Negotiation

This is the method used to obtain engineering, architectural and other professional services costing in the aggregate more than $100,000. Using this method, proposals are requested from a number of sources and the request for proposals is publicized. Negotiations are normally conducted with more than one of the sources submitting offers; either a fixed price or cost reimbursable type contract is awarded, as appropriate. If competitive negotiation is used for procurement under a grant, the following requirements shall apply:

- Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The "Request for Proposal" shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.

- The "Request for Proposal" shall identify all significant evaluation factors, including price or cost where required and their relative importance.

- Grantee shall provide mechanisms for technical evaluation of proposals received, determinations of responsible bidders for the purpose of written or oral discussions, and selection for contract award.

- Award may be made to the responsible bidders whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful bidders should be notified promptly.

- Grantees may utilize competitive negotiation procedures for procurement of professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

D. Non-Competitive Negotiation

This method is referred to as "sole source" procurement. This procurement method is by solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following upon written authorization of the state:

- The item is available only from a single source; or
- Public emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation; or
- After solicitation of a number of sources, competition is determined inadequate.

5.3 Bid Packet Preparation

Although the procurement process may appear time-consuming, taking the time up front to make sure that a competent contractor is selected will, in the long term, likely save money and prevent issues of noncompliance. Solicitation of bids and the awarding of contracts for construction, rehabilitation, and large housing projects are governed by a set of laws requiring that:

- Contractors pay mechanics and laborers at a rate equal or greater to that paid to workers on similar activities in the area. These Davis-Bacon "prevailing wage rates" are determined by the U.S. Department of Labor.

- Workers are paid at regularly scheduled intervals and only deductions allowable by law or authorized by the employee are taken out of the worker's gross pay.

- Workers receive overtime p at a rate of at least one and one-half times their regularly hourly wage for work performed in excess of forty (40) hours per week.

- Workers are assured of safe and healthy working conditions.

The bid package must include all applicable portions of Exhibit 5-A through Exhibit 5-E, and *at the very least* includes the following items:

- Instructions to Bidder (Exhibit 5-A), process by which the bids will be evaluated, and the method of contract award,

- Invitation for Bids (Exhibit 5-B),

- Sample Contract Documents (Exhibit 5-C),

- Performance and Payment Bond Requirements (Exhibit 5-D),

- Bid Bond Form (Exhibit 5-D.1),

- Contractor and Subcontractor Certifications (Exhibit 5-E),

- The **wage rate determination** received from the Compliance & Project Manager and Federal Labor Standards Provisions (FLSP)**,** EXHIBIT 5-C.2, must be included in any solicitation for bids.

Once the complete bid package has been assembled, Grantees must submit the bid packet to the Compliance & Project Manager for review and approval.

5.4 Bid Advertisement

Grantees must be able to document that proposals were solicited from an adequate number of qualified sources and that full and open competition took place prior to the selection of a contractor. An advertisement of the bid should be drafted based on the information in the "Invitation for Bid", (Exhibit 5-B). The advertisement should be:

- published in a general circulation newspaper – (posting should be in the legal notices section or follow local standard procedure)

- in addition, you can also email, fax etc. bid announcements to any contractors choose

- if holding a pre-bid meeting, you should allow a reasonable amount of time for contractors to be made aware of the project (5 working days for instance) before the date of the pre-bid.

- **allow at least 15 days** for response by bidders. (The response period may be extended in instances where the project is complex and requires additional time for preparation of bids.)

Any amendments to the bid package must be provided to each bidder, and every bidder must be given an appropriate period of time to respond to the amendments.

5.5 Bid Logging

Upon receipt by the Grantee, each bid should be logged by time and date of receipt and offer the bids should remain sealed and safely stored until the bid opening. A copy of the log should be kept in the contract file.

5.6 Bid Review & Selection Process

Grantees must have a method of conducting evaluations of bids received and for selecting awardees/contractors. Grantees must rank the bids according to the pre-determined evaluation factors and assign points to each, based on the pre-established number of points for each evaluation criteria which is consistent with their relative importance as described in the bid advertisement. Ranking criteria must include at minimum:

- the qualifications of the personnel to be assigned to the project;
- capability of the bidder to meet time and project budget requirements;
- related experience on similar projects; and
- recent and current work for the entity issuing the RFP/RFQ.

After reviewing and making a preliminary selection, the Grantee must submit a copy of all bids, review criteria and preliminary selection to the Compliance & Project Manager for final review and approval.

5.7 Grantee/Contractor Eligibility (Debarment Check)

Following the bid opening the low bid should be reviewed to ensure that the bid submission was technically and legally responsive to the solicitation for bids, that the contractors and all subcontractors are qualified and have the capacity to carry out the project as scheduled, that the prime contractor does not appear on the active exclusion list of the System for Award Management (SAM).

Prior to executing any construction contracts, the Compliance & Project Manager will check the federal System for Awards Management (SAM) web site (https://www.sam.gov/portal/SAM/#1) to verify that the Grantee and any or all of its proposed contractors and subcontractors are not debarred, suspended or ineligible to

participate in a federally funded project. The search may be conducted by using the Grantee and contractor's name or DUN's number.

If a search provides zero reports, the Grantee and Contractor are required to register on the SAM's site. The Contractor must represent and warrant that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations). The use of CDBG and HOME funds is prohibited for any Grantee, Contractor or Subcontractor on the excluded parties list.

5.8 Development & Execution of the Contract

The Grantee must draft a contract with the selected contractor that is consist with the contract document requirements as outlined in Exhibit 5-C with the following additional attachments:

- Bid Package;
- Contractor's Bid Proposal;
- Contractor Certifications;
- Bond and Insurance Forms, and
- Amendments to the bid package.

5.9 Bonding and Insurance

City policies require a Grantee and/or its contractor (or subcontractors) performing the work to satisfy the bonding and insurance requirements found in (Exhibit 5-D).

5.10 Acquisition of Vacant Land or Building

Grantees may purchase property if, before the seller enters into the contract of sale, the agency informs the seller in writing of the following:

- That the Grantee does not have the power of eminent domain and therefore will not acquire the property if negotiations fail to result in an amicable agreement; and

- Of the Grantee's estimate of the fair market value of the property. An appraisal is not required; however, agency files must include an explanation, with reasonable written evidence, of the basis for the estimate. Whenever feasible, this information shall be provided before making the purchase offer. In those cases where there is an existing option or contract, the seller must be provided the opportunity to withdraw from the agreement after this information is provided.

Additionally, receipt of the letter must be documented. A return receipt from the post office will suffice.

Chapter 6: Financial Management

6.1 Administrative Requirements

The purpose of this chapter is to provide administrative standards for city-supported projects. These standards are designed to define and identify the minimum levels of administrative responsibilities between the city and Grantees, and to improve efficiency and consistency. Federal requirements found in 2 CFR Part 200, and 24 CFR 92.508 state the financial management and reporting systems for CDBG and HOME grant recipients. These requirements have been established to make sure that Grantees have a financial management system that:

1. Provide effective control over accountability of funds, property, and other assets;

2. Ensure cost "reasonableness, allow-ability, and eligibility;

3. Verify that expenses have not violated any federal restrictions or prohibitions;

4. Permit the accurate, complete, and timely disclosure of financial results in accordance with reporting requirements of the Grantee (City of Boulder) or HUD; and

5. Minimize the time elapsed between transfer of funds from the U.S. Treasury and disbursement to the Grantee.

6.2 Internal Controls

Internal controls include a combination of procedures, specified job responsibilities, qualified personnel, and records that together create accountability in an organization's financial system and safeguard its cash, property, and other assets. Such controls make sure that:

- Resources are used for authorized purposes and in a manner consistent with applicable laws, regulations, and policies;

- Resources are protected against waste, mismanagement, or loss; and

- Reliable information on source, amount, and use of resources are secured up-to-date, and recorded.

Additionally, internal controls will ensure that no one individual has authority of an entire financial transaction. Specifically, that your organization has a separation of power for the following three responsibilities:

- Authorization to execute a transaction;
- Recording of the transaction; and
- Custody of assets involved in the transaction. This type of separation of responsibilities will create a system of checks and balances for grant and general organization expenditures. Finally, it is important that your organization periodically reconcile your financial records to actual assets and liabilities which will safeguard resources as well as detect instances of fraud or misuse.

6.3 Accounting Records

Grantees must have accounting records that adequately identify the sources and application of federal and local funds. Simply stated, your organization should have:

- Chart of accounts which includes general assets, liabilities, expenses, and revenue;

- Cash receipts and disbursements journal;

- Payroll journal; and

- General ledger. Records must contain reliable and up-to-date information. The information should at least include:

    - Federal grants received by the agency.
    - Current authorizations and obligations of federal and local funds.
    - Unobligated balances (funds remaining available for distribution).
    - Assets and liabilities.
    - Program Income (if any).
    - Actual outlays or expenditures, with a breakdown of (1) the grant program the funds were derived from and (2) "eligible activity" which clearly indicate use of program funds are for eligible activities.

6.4 Allowable Costs

All costs incurred as a part of a federal or locally funded project must adhere to the following:

- The expenditure must be necessary, reasonable, and directly related to the grant.

- Authorized by the City of Boulder via the budget that was approved in the contractual agreement between the City and the Grantee.

- Expenditure cannot be prohibited under 2 CFR Part 200 Subpart E, as applicable to your organization.

6.5 Financial Reporting

Financial reporting prepared by the Grantee must be accurate, timely, and represent complete disclosure of the financial activity and status of federal and local grants. A Grantee must have the capacity to provide at least the following:

- Amount budgeted.
- Reimbursements received to date.
- Program income and other miscellaneous receipts in the current period and year to-date.

6.6 Audit Requirements

All federally funded projects are required to comply with Single Audit requirements. In accordance with §200.501, all agencies expending $750,000 or more in federal funds must have an audit conducted, as detailed in the circular, at least nine (9) months after the close of the agency fiscal year. The U.S. Department of Housing and Urban Development requires the City of Boulder to obtain the audit at or before the nine-month period ends. All agencies that fall within this category should submit their audits to the Division of Housing within the aforementioned time period. In addition to annual Financial Statements and the Single Audit, Grantees are also required to submit a copy of their most recent 990, as applicable.

6.7 Requests for Reimbursement

The City of Boulder will reimburse funds based upon information submitted by the Grantee. Any expenditures occurring after the effective date of the contractual agreement between the City of Boulder and the Grantee are eligible for reimbursement. Expenditures must be consistent with the approved budget as stated in the contractual agreement between the City of Boulder and the Grantee. Only eligible expenses will be reimbursed. Payments will be adjusted by the City in accordance with program income balances available in Grantee accounts, if applicable. In order to ensure accurate billing and management of funds, Grantees are required to keep track of the following information for all funded activities:

- Funds budgeted.
- Funds received via City of Boulder Reimbursements to-date.
- Funds obligated in the most recent period and to-date.
- Funds expended in the most recent period and to-date.

- Cash on hand (including program income identified as such), *if applicable.*
- Previous reimbursements requested but not yet received, *if applicable*.

To ensure timely expenditure reimbursement, Grantees are required to follow the City's reimbursement procedures outlined below. All requests for final reimbursements must be submitted to the CIT Project Manager assigned to your project within 3 days after the last date of the contract. All compliance requirements and reporting must be satisfied before the final draw of funds will be released.

6.8 Reimbursement Procedures

Prior to reimbursement, all Grantees must register as a vendor within the City of Boulder's financial system. To register as a vendor, the "City of Boulder Vendor Form" (Exhibit 6.A) must be completed and sent to the Finance Department. This form can be downloaded at the following location: https://bouldercolorado.gov/purchasing. When registering as a vendor, Grantees will have the opportunity to also register for the ACH Payment Program, which will enable an electronic transfer of funds into their designated bank account.

To request reimbursement:

- The City of Boulder will require that a "Reimbursement Request Form" (Exhibit 6.B) be submitted with each invoice. The Reimbursement Request is an Excel form that the City will email Grantees after the Funding Agreement has been finalized. Technical assistance on how to complete the "Reimbursement Request Form" is available.

- Original invoices for all expenditures to be reimbursed must be submitted with Reimbursement Request;

- Payment receipts, copies of checks, and/or all documentation proving that payment has been made prior to requesting reimbursement;

- Request for reimbursement of administrative fees must include time sheets that reflect the total time worked and a breakdown of funding sources covering the administrative costs. Timesheets should be signed by the employee and supervisor.

All reimbursements will be made within thirty (30) days of receipt of the request, if proper documentation has been submitted. Please be advised that the City of Boulder will not provide reimbursements if compliance requirements have not been met or if reports have not been submitted within the time limits stated in the contractual agreement between the City of Boulder and the Grantee.

6.9 Grant Close-Out Procedures

Grant closeout procedures shall include the following requirements:

- Upon request, the city shall make prompt payments to a Grantee for reimbursement costs under the grant being closed out.

- Any balance of funds will be unobligated (unencumbered) at the time of project close-out.

- All compliance and reporting requirements must be satisfied prior to the final expenditure of funds and project close-out.

- The Grantee shall account for any property acquired with grant funds.

- In the event a final audit has not been performed prior to the close-out of the grant, the state shall retain the right to recover an appropriate amount from the Grantee after fully considering the recommendations on disallowed costs resulting from a review of final financial reports by the state.

All contractual agreements shall provide procedures to be followed when a Grantee has failed to comply with the award stipulations, standards or conditions. When that occurs, the city may, on reasonable notice to the Grantee, suspend the grant and withhold further payments, or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. The city may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that they are allowable costs described in the Funding Policy. All Grantees must submit a Project Close-Out Report (Exhibit 6-C) along with their final request for reimbursement. See Chapter 9 for additional reporting requirements.

Chapter 7: Applicable Federal Laws

7.1 Overview

Federal Laws govern construction contracts funded with HOME and CDBG funds. The application of all Federal laws is prevalent throughout the entire construction process and not specific to just one component. All contracts for construction, rehabilitation, or repair of projects funded in whole or in part with HOME or CDBG funds, including grant funds passed through to private firms, are subject to federal laws. All monies involved in a project, whether local, federal or private funds, are subject to the following standards if HOME or CDBG funds are used for some part of a construction project.

It is extremely important for all Grantees involved in construction projects to understand the application of these requirements to their projects and assign one person the responsibility for ensuring compliance with them. The Grantee must develop compliance procedures so that it will not violate the law.

7.2 Civil Rights & Nondiscrimination

As a recipient of funds, Grantees and their contractors/subcontractors are required to implement policies and procedures that comply with Title VI of the Civil Rights Act of 1964 as it relates to equal employment opportunity, equal opportunity/access to services, benefits and participation, and affirmatively furthers fair housing. Under the nondiscrimination and equal opportunity requirements, the Grantee must ensure that no person or group is denied project benefits, access to programs, employment, training, business, contracting or housing opportunities on the basis of race, national origin, religion, color, sex, age, or handicap.

Regardless of the type of project selected to be undertaken, the Grantee must monitor, as the project progresses, the extent to which protected groups within the community are, in fact, participating in and receiving benefits from the project.

> NOTE: At a minimum and regardless of the type of project being undertaken, the Grantee should take those actions necessary to ensure that members of protected groups have equal access to any information related to benefits and employment, training, business, contracting and housing opportunities resulting from the HOME or CDBG project.

7.3 Equal Opportunity Requirements

All Contracts and Agreements written by Grantees and their contractors or sub-Grantees shall contain a provision requiring compliance with Federal Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

Another requirement briefly described above is Federal Executive Order 11246. This requirement provides that no person shall be discriminated against on the basis of race, color,

religion, sex, or national origin during the performance of federal or federally-assisted construction contracts. As specified in the Executive Order and the implementing regulations, contractors and subcontractors are required to take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantees are required to include in all construction contracts exceeding $10,000 a so-called "Equal Opportunity Clause." (This clause is contained in a sample contract in the Labor and Construction section of this Guide, (Exhibit 5-C). This clause requires contractors and subcontractors to take specific affirmative actions including: 1) posting in a conspicuous place available to employees and applicants for employment the "Equal Employment Opportunity" (EEO) poster; 2) stating in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin; 3) sending to each labor union or representative of workers with which there is a collective bargaining agreement a copy of the EEO poster for posting in conspicuous places available to employees and applicants for employment; and 4) placing the "Equal Opportunity Clause" in all subcontracts for any project work which exceeds $10,000.

Grantee must demonstrate compliance with the following:

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

- The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

- The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CIT Project Manager advising the said labor union or workers' representatives of the Grantee's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

- The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- In the event of the Grantee's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- The Grantee will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-Grantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Division of Housing may direct as a means of enforcing such provisions, including sanctions for noncompliance.

7.4 Section 504 Requirements

Section 504 of the Rehabilitation Services Act of 1973, as amended, prohibits discrimination against persons with disabilities in all actions undertaken or funded by a local government. The goal of Section 504 is to ensure that "No otherwise qualified individual with handicaps in the U.S. … shall, solely by reason of his/her handicap, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Note that 504 requirements apply to all city-supported projects.

Title II of the Americans with Disabilities Act (ADA) applies to all state and local governments, whether or not they receive federal funds. Although there are minor differences in definitions and requirements, compliance with Section 504 will generally ensure compliance with the ADA.

All Grantees must publish notifying the public that it does not discriminate on the basis of disability and identifying the 504 Coordinator. A statement of non-discrimination should be

published on the Grantees website, program materials and publications. Notification is an ongoing process that Grantees is required to document in an effort to demonstrate they comply with the ongoing notification requirement. **(**Exhibits 7-A & 7-A.1)

A. General Section 504 Requirements

Grantees or entities receiving CDBG funds *must* comply with Section 504 regulations in four areas:

- Communications
- Employment
- Self-Evaluation Survey/Plan
- Transition Plan

Communications

- A Telecommunications Device for the Deaf (TDD/TTY) must be available for public access and all stationary, publications, and public notices must include the TDD/TTY number.
- Be sensitive to the visually impaired when determining print size for a document.
- All notices should include a "reasonable accommodation statement" such as: Persons with disabilities may request a reasonable accommodation such as a sign language interpreter by contacting _____ at ____ as soon as possible.

Employment

- Grantees must ensure that employment practices (including those to whom it provides funds) do not discriminate on the basis of disability and that reasonable accommodations are made for employees with disabilities.
- Application forms and recruiting materials should be reviewed to ensure there is no unintended discrimination.

Self-Evaluation Survey

Grantees are required to complete a Section 504 self-evaluation survey and if needed a transition plan, and maintain it on file for review during program monitoring. (Exhibit 7-C). To complete the self-evaluation process, the Grantee must:

- **Review** an inventory of programs and activities conducted by the Grantee.
- **Collect and document** the policies and practices that govern the administration of the Grantee's programs and activities.
- **Analyze** how the Grantee's policies and practices affect individuals with disabilities who seek to participate in their programs and activities.

- **Make and document changes and additions** to agency policy to remedy any discrimination found.
- **Obtain comments** on the draft self-evaluation from individuals with disabilities and other interested persons.

Periodically, the self-evaluation should be reviewed and updated to ensure that new policies are not causing discrimination and that individuals with disabilities are able to participate fully in the Grantee's program. This self-evaluation must be kept on file and made available for public inspection for a period of 3 years.

Transition Plan

If physical changes need to be made to achieve accessibility for persons with disabilities, a transition plan must be developed. The plan must be developed with the assistance of individuals with disabilities or organizations representing them. A copy of the plan must be made available for public inspection. Contents of the plan are:

- identification of the physical obstacles that limit accessibility
- detailed description of methods that will be used to make facilities accessible
- schedule for each step of the process
- name of official responsible for implementation of the plan
- names of persons or groups who assisted with the plan

B. Section 504 Requirements for Grantees with 15 or More Employees

Grantees *must* comply with Section 504 regulations which include designating at least one person to coordinate Grantee's Section 504 responsibilities.

- Adoption of grievance procedures that incorporate due process standards and allow for quick and prompt resolution of any complaints of alleged discrimination based on disability**.** (Exhibit 7-A.2)

- Notification to all participants, employees, unions and professional organizations that Grantee does not discriminate on the basis of disability. (Exhibit 7-A)

    - Notice must identify individual designated to coordinate grievance procedures.

    - Notification process must be ongoing and can include processes such as the posting of notices, statements in printed media, and inclusion in other written materials. The notification process must ensure that all individuals, including those with visual and hearing impairments, are aware of the nondiscrimination pledge.

7.5 Fair Housing

All Grantees regardless of the type of project, are required to and must certify that they will "affirmatively further fair housing" at the time of application. This requirement is in addition to the requirement to conduct projects in conformity with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Title VIII of the Civil Rights Act of 1968 (Public Law 90- 284, popularly known as the Fair Housing Act). This means that Grantees are not only prohibited from discriminating with respect to employment, program benefits and housing, but are also required to take "affirmative action" to promote fair housing for minorities and women in their communities.

Documentation of all actions taken by Grantee must be kept and reported in the Project Close-Out Report (Exhibit 6-C) at the time of close-out. Merely posting fair housing posters in many cases is not considered substantive.

The following are some suggested actions that Grantees may want to consider as ways to promote fair housing in their communities and thereby comply with the certification/requirement to take affirmative action in this regard.

Prior to deciding what actions to take, Grantees are encouraged to identify the problems that minorities and women are having in securing housing of their choice in locations of their choice in the community. (See Exhibit 7-C).

- Post "equal housing opportunity" posters and/or decals in conspicuous places. (In the case of a housing rehabilitation program, these posters/decals should be placed at the location(s) where applications for assistance are received.)

- Include information about fair housing in materials used to familiarize the community with local program services.

- Include statements of fair housing policies in local program goals, objectives and administrative procedures.

- Use "equal housing opportunity" slogan and logo on official letterhead and in all printed materials related to the local program.

- Work with minority and women leaders in the community to promote housing development and increase minority and female participation.

7.6 Section 3 Requirements

Section 3 is part of the Housing and Urban Development Act of 1968. Its purpose is to ensure employment, training, contracting and other economic development opportunities for

low income persons when federal dollars are expended. Section 3 helps low-income residents gain the training, education and jobs needed to become self-sufficient.

For more information, go to the HUD website: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3.

Federal law requires, **to the greatest extent feasible** that at least 30% of all new hires should be Section 3 Residents and that: 1) opportunities for training and employment be given to lower income residents of the project area; and 2) contracts for work in connection with the project be awarded to businesses which are located in, or owned in substantial part by persons residing in the project area. ("Project area" means the unit of local government or the metropolitan area or non-metropolitan county.)

All federally funded projects must, to the greatest extent feasible, comply with Section 3 when contracting for professional and construction services. Section 3 applies to the entire project or activity regardless of whether it is fully or partially funded by HUD and should perform certain actions which include:

- notifying Section 3 residents and contractors about training, employment and contracting opportunities,
- including the Section 3 clause in all solicitations and contracts, (See Exhibit V-E Section 3 Clause)
- taking affirmative actions which will facilitate the training and employment of Section 3 residents and award compliance of contractors and subcontractors and refrain from entering into any contract with a contractor known to have violated the requirements of Section 3, obtaining compliance of contractors and refraining from entering into any contract with a contractor known to have violated the requirements of Section 3,
- documenting the actions taken to implement Section 3 requirements, the results of such actions and the impediments to implementing Section 3,
- reporting these actions with the Project Close-Out Report to the Division of Housing. (Exhibit 6-C)

Section 3 Report

For projects containing construction, rehabilitation of housing or other public facilities capital improvement projects, a Section 3 report must be prepared and submitted with the

Project Close-Out Report. The reporting format and definitions used for Section 3 are contained in Exhibit 9-E. All federally funded projects are subject to Section 3 reporting requirements. This report must be submitted to the city at the time of project close-out.

All Division of Housing projects funded with CDBG and HOME are required to assure compliance with Section 3 requirements outlined above and must submit a "Section 3 Summary Report" (Exhibit 9-E) with the final invoice request for reimbursement.

7.7 Minority & Women Business Enterprise (MBE/WBE)

The city encourages federally funded Grantees to work with the State Minority Business Office or Women's Business Office to provide opportunities for participation by minority and women owned businesses in CDBG assisted projects. Grantees can do this by providing the Minority and Women's Business Offices with notices related to RFPs, bid announcements and the names of contractors awarded contracts. Grantees can also call the Minority and Women's Business Offices to obtain the names of minority contractors in their areas who can be invited to bid on project work. The address and phone number are:

Minority Business Office/Women's Business Office
Office of Economic Development
1625 Broadway, Suite 2700
Denver, CO 80202
Telephone: (303) 892-3840
Email: oedit.info@state.co.us

As used in the contract, the term "minority or woman business enterprise" means a business, at least 51 percent of which is owned by women or minority group members or, in the case of publicly-owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are reported in the following categories: Blacks, Hispanics, Asians/Pacific Islanders and American Indians/Alaskan Natives.

Grantees may rely on written representations by bidders, contractors, and subcontractors regarding their status as women or minority business enterprises and need not conduct an independent investigation. HUD strongly encourages the use of MBEs and WBEs for construction and non-construction contracts and when procuring other goods (e.g., office supplies) and services (e.g., banking services).

A Grantee must take affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus firms. Steps should include:

- Incorporating such business in solicitation lists whenever they are potential sources;
- Ensuring that such businesses are solicited when identified as potential sources;

- Dividing procurement requirements, when economically feasible, to permit maximum participation of such businesses; and

- Requiring prime Grantees, when subcontracts are let, to take affirmative steps to select such firms.

All city-supported projects funded with HOME and CDBG are required to assure compliance with MBE/WBE contracting and must submit a “Contract and Subcontract Activity Report” (Exhibit 9-D) with the final invoice request for reimbursement.

7.8 Davis Bacon & Related Acts

Mechanics and laborers employed in construction work financed in whole or in part with Federal assistance, including HOME or CDBG assistance, must be paid wages and fringe benefits equal to those of corresponding classes of workers on similar construction in the area in which the work is performed, as determined by the U.S. Department of Labor.

7.9 Copeland “Anti-Kickback Act

All contracts and subcontracts for construction or repair shall include a provision for compliance with the Federal Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she would otherwise be entitled. The Grantee shall report all suspected or reported violations to the state.

Wage "kickbacks" and salary deductions other than those prescribed by law (e.g. tax withholding and FICA) or those voluntarily authorized by the wage earner are prohibited. Copeland applies to all federally assisted contracts subject to Davis-Bacon wage standards. The Act also provides for the submission of weekly statements of compliance and weekly payrolls by all contractors in an approved format.

7.10 Contract Work Hours & Safety Standards Act

Workers on federally assisted construction projects must be compensated for overtime and be provided safe and healthy working conditions. CWHSSA applies to all construction contracts for projects over $100,000. Financial assistance which is in the form of a loan guarantee or loan insurance is exempt from this requirement. CWHSSA also holds the contractor and subcontractor(s) liable to workers as a result of overtime violations. The law also permits liquidated damages to be assessed in the amount of $10.00 per day, per violation payable to the U.S. Treasury.

7.11 Fair Labor Standards Act (FLSA)

The FLSA provides for minimum wages, record keeping, overtime pay (forty-hour work week), and child labor standards. See Chapter 8 for additional information on fair labor standard requirements.

7.12 Conflict of Interest

No employee, officer or agent of the Grantee shall participate in the selection, or in the award or administration of a contract, if a conflict of interest, real or apparent, would be involved. The Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

Chapter 8: Labor Standards (Davis Bacon)

8.1 Overview

This chapter provides an overview of the requirements which govern the wage and working conditions for laborers and mechanics employed under construction contracts funded in whole or in part with federal funds. All contracts for construction, alternation, rehabilitation some demolition and repair projects funded in whole or in part with HOME and CDBG funds are subject to compliance with the Davis-Bacon Act.

The Davis-Bacon Act states that CDBG contracts in excess of $2,000 for construction, alterations, and/or repairs including printing and decorating that employ laborers and/or mechanics or HOME funded contracts with 11 or more HOME units must adhere to the federal fair labor and wage requirements as established by the act. Davis-Bacon law applies to the entire project, no matter how small the HOME and/or CDBG contribution to it. The Labor Standards Checklist (Exhibit 8-A) was created to assist Grantees and Contractors/Subcontractors comply with labor requirements.

Compliance with labor standard provisions by the Grantee is a condition for receipt of federal assistance. These requirements include:

- Grantees should designate an individual to represent the Grantee before the beginning of construction whose job will be to ensure compliance with all applicable labor standards provisions and to act as liaison with the contractor and the Division of Housing;

- Ensure that all construction bid documents, contracts and subcontracts contain applicable federal labor standards provisions (federal Davis-Bacon wage rates and other worker protections provisions) and the current federal wage determination(s), and that all contractors are eligible to receive federal funds in payment for work on the project;

- Conduct a pre-construction conference to inform all contractors and subcontractors of their labor standards and civil rights and other obligations;

- Conduct employee labor interviews of the selected construction contractors' employee and checking that labor standards posters and wage determinations are posted and accessible at the project site;

- Review weekly payrolls for correctness and maintain records that documenting that that the weekly reviews have been conducted and resolve all labor standards violations promptly; and

- Maintain detailed records to document all administrative and enforcement activities with respect to labor standards.

8.2 Exemption to Davis Bacon

Some federally funded projects are exempt from Davis Bacon. A list of exemptions is provided in the Davis Bacon Exemption Checklist (Exhibit 8-B). Questions regarding the applicability of labor standard provisions should be directed to the Compliance & Project Manager. Davis-Bacon does not apply to locally funded projects.

8.3 Pre-Bid Requirements – General Wage Decision

Before a Grantee puts a project out for bid, the Compliance & Project Manager must be contacted to learn exactly what will be required to comply with Davis-Bacon. A "General Wage Decision" (Exhibit 8-C) for your project is required to be attached to your bid package. Generally, construction projects are classified as Building, Highway, Residential or Heavy.

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

- **Highway** – these projects include the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

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

- **Heavy** – heavy construction is not a standardized classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular characteristics. For example, water and sewage treatment plants (other than buildings), flood control projects, sewage collection and disposal lines, would be classified under heavy.

8.4 Additional Classification & Rate

If additional classifications are required, either because of changes in the project or because the work classification needed does not appear on the wage decision, a HUD form 4320A, Report of Additional Classification and Rate (Exhibit 8-D), must be completed and submitted to the Compliance & Project Manager. The report will then be forwarded to the Department of Labor for review and approval.

8.5 Wage Determination Lock-In Rules

Applicable wage decisions must be incorporated in the prime construction contract, in all subcontracts, and in any lower-tier subcontracts. For negotiated contracts, the lock-in date for a wage decision is the date the contract is awarded or construction starts, whichever occurs first.

For competitively bid projects, a wage decision is locked-in at bid opening. The wage decision which is used in the bid specifications may be modified prior to bid opening. If this is the case, the modified wage decision must be used. There is one exception to this rule – if the modification was issued 10 days prior to bid opening, the Grantee must certify they were unable to notify all bidders of the modified decision, then the decision used in the bid specifications package may be used. In addition, the contract must be awarded within 90 days or later after the bid-opening date, the Grantee is required to update the wage decision.

- Lock-in occurs at the time of bid opening provided that the contract is awarded within 90 days.
- Must update wage determination if contract award is more than 90 days
- Once a Davis-Bacon wage rate has been "Locked", it stays in effect for the duration of the project.

Visit the Office of Labor Relations on the HUD home page at: http://www.hud.gov/offices/olr for more information.

8.6 Pre-Construction Requirements

Prior to starting construction, the Compliance & Project Manager will schedule a meeting with the Grantee and the Contractor and/or subcontractors to review Davis-Bacon requirements that must be met. Failure to maintain compliance with Davis Bacon Labor Standards may result in monetary penalties such as wage restitution because the Grantee failed to follow the overtime rules or pay the required wages

The preconstruction conference is held prior to the execution of the contract and prior to the start of the project. The date, time and location of pre-construction meeting will be coordinated between the Compliance & Project Manager and the Grantee. The following people should attend the pre-construction conference: the prime contractor; his/her foreman or construction superintendent; the person on his/her staff who will be preparing payrolls; representatives of all identified subcontractors; and, representatives of telephone and public utilities companies. At the pre-construction conference, you should:

- Explain to the contractors their responsibilities with respect to Labor Standards and Equal Opportunity requirements as well as the technical job requirements.

- Contractor should inform Grantee if they will be making any additional hires. Explain to the contractors their responsibilities with respect to Section 3 requirements. For more information, see Section 7.2. Civil Rights.

- Contractor should inform Grantee if any additional job classifications are required.

- If so contractor should provide description of position and propose an hourly wage and fringe to the Grantee. The Grantee should then relay that request to the Compliance & Project Manager who will complete the Request for Additional Classification & Rate (Exhibit 8-D).

- Explain that the contractor must submit weekly certified payrolls, (only weekly payrolls are acceptable) (Exhibit 8-E)**,**

- The prime contractor is responsible for:
  - securing payrolls
  - reviewing subcontractor's payroll for compliance

Payrolls and Statements of Compliance must be signed by a principal of the company OR *a signatory authority.* (Exhibit 8-F):

- Explain that wages paid must conform to those in the wage rate decision which are contained in the contract. Wage classifications and wage rates must be identified on the Project Wage Rate Sheet (Exhibit 8-G) and submitted to the Compliance & Project Manager before the start of construction.

- Indicate that copies of the Davis-Bacon Wage Rate Decision, Wage Rate Notice related to prevailing wages, EEO related to Executive Order 11246, and Notice to Employees (Exhibits 8-H.1 through H.4), must be posted on the job site,

- Explain that apprentice rates cannot be paid unless the apprentice program is certified by either the State Bureau of Apprenticeship and Training within the State Division of Labor or the regional office of the federal Department of Labor. If apprentices are to be used, the contractor must, therefore, provide you with a copy of the certification of his/her program.

- Explain that workers must be paid overtime if they work more than 40 hours in one week. Only a waiver from the Secretary of Labor can override the Work Hours and Safety Standards law.

- Indicate that failure to pay workers at least time and a half each time they work in excess of 40 hours in one week violates the Work Hours and Safety Standards law

and restitution must be made. Failure to pay correct wages should result in the contractor's payments being withheld.

- Explain that no payroll deductions can be made that are not specifically provided for in either the wage rate decision or the Copeland Anti-kickback provisions. Any deductions, other than these, are permissible only with the express consent of the Secretary of Labor. An unidentified payroll deduction is a method used by unethical contractors to get their workers to "kick back" a portion of their pay. This is a particularly common problem in times of high unemployment and in areas of minority concentrations. Unspecified payroll deductions should be treated as a serious discrepancy and should be resolved prior to contractor payments.

- Explain that employee labor interviews (Exhibit 8-I) will be conducted by Compliance staff.

- Explain that debarment proceedings may be held if contractor is found to be in violation of Labor Standards and Equal Opportunity requirements.

- Describe the compliance review that you will undertake and indicate that discrepancies and underpayments discovered as a result of compliance monitoring must be resolved prior to making payment to the contractor. **Labor Standards provisions are as legally binding as the technical specifications.** Failure to pay specified wages should result in contractor payments being withheld until all such discrepancies are resolved.

- Explain contractor and subcontractor responsibilities regarding equal opportunity and correct any deficiencies that have developed to this point -- any subcontractors not identified in the bid should provide that data necessary to verify eligibility, and sign required certifications. The objective is to have everything in order at the conclusion of the preconstruction conference.

At the preconstruction conference, a discussion should be held on construction time tables, pay requests, change orders, utilities, construction staking, logistics and other construction items. At the conclusion of the preconstruction conference, you must prepare a preconstruction conference report which is basically minutes of the meeting. Minutes of the pre-construction conference should be placed in the contract file and cross-referenced in the civil rights and labor standards files.

A Preconstruction Checklist for Contractors (Exhibit 8-J) may be used by the contractor as a guide to meeting the labor standard requirements. All contractors must sign a Contractor Receipt of Required Program Materials (Exhibit 8-K) verifying that they have received all of the required information to demonstrate compliance with labor standards at the completion of the pre-construction meeting.

8.7 Apprentices

Office of Apprenticeship Training, Employer and Labor Services, Colorado Apprenticeships

Information from the U. S. Department of Labor
http://www.dol.gov/dol/topic/training/youth.htm

Apprenticeship Registration
http://www.colorado.gov/cs/Satellite/CDLE-EmployTrain/CDLE/1251579720956

8.8 Davis Bacon Employee Payroll Report

Contractors and subcontractors are responsible to complete and submit a weekly "Employee Payroll Form" (Exhibit 8-E) to the Grantee for review. Once the Grantee approves the timesheets they must submit a copy to the Compliance & Project Manager for review and approval to determine compliance. These reports may be submitted as they are received by the Grantee or at minimum, submitted along with invoices as part of the request for reimbursements process. The City of Boulder ***will not*** reimburse expenses without receiving and approving the weekly time sheets and "Employee Labor Interview Forms" (Exhibit 8-I).

The U.S. Department of Housing and Urban Development has a guidebook entitled, "Davis Bacon Labor Standards: A Guide for Contractors " (Exhibit 8-H) that further assists those Grantees involved in construction projects. The guide may also be accessed at the following link: http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf

8.9 Employee Labor Interview

The Compliance & Data Specialist will conduct employee interviews to determine whether they are actually receiving the wages the Grantee reports that they are paying.

Chapter 9: Reporting & Recordkeeping

9.1 Overview

The City requires Grantees to submit quarterly progress reports and annual reports regarding the use, performance of local and federally funded projects. All reports are required during the contract period regardless of whether funds were expended or the project activities were undertaking during the calendar quarter.

9.2 Quarterly Progress Reports

The Quarterly Progress Report (Exhibit 9-A) applies to all projects that have not fully expended all funds and reach a project complete status. This report is due four times a year:

Calendar Quarters	
Quarterly Period	**Due Dates**
January 1st - March 31st	Due - April 30th
April 1st - June 30th	Due - July 31st
July 1st - September 30th	Due - October 31st
October 1st - December 31st	Due - January 31st

The purpose of the Quarterly Report is to track your progress toward satisfying your funding conditions and your use of money once it has been released to you. If you have not yet received any of your award, it is only necessary for you to complete **Part I**. In Part I you are asked to describe the project status for us, in particular your progress satisfying funding conditions and critical milestones. Please be concise and explicit. After you have met all of your funding conditions, your CIT Project Manager will approve the release of funds for you. Once you have started to receive your award, you must also complete **Part II** of the Quarterly Report. This section tells us how you are spending the money and how much you have spent to date.

Grantees must use the current "Quarterly Progress Report" form as found in the (Exhibit 9-A) of this manual to report quarterly and the "Agency Summary" form for final accomplishments. The "City of Boulder Quarterly Progress Report" form must be submitted within thirty (30) days of the end of each quarter.

9.3 Beneficiary Report

The “Beneficiary Report” (Exhibit 9-B) applies to all projects that have reached a **Project Complete** status. Calculated as of December 31 of every year, these reports should be completed on an annual basis and received by the Compliance & Project Manager no later than January 30th of each year. A copy should also be retained in the agency project files.

9.4 Annual Tenant Report

All multifamily affordable rental housing properties are required to submit an Annual Tenant Report (Exhibit 9-C) by January 31st every year. This report serves as a tool to verify unit details, student status, household demographics, income eligibility and to ensure that the tenant paid rent does not exceed the maximum rent allowed for each unit as outlined in the Covenant.

9.5 Contract & Subcontract Activity Report

Grantees must submit a Contract and Subcontract Activity Report (Exhibit 9-D) to the Compliance & Project Manager prior to the last draw request for reimbursement. This report may be completed by the Contractor on behalf of the Grantee.

9.6 Section 3 Summary Report

To demonstrate compliance with Section 3 requirements, Grantees are required to submit a Section 3 Summary Report (Exhibit 9-E) prior to the last draw request for reimbursement. This report documents the Grantees Section 3 training and employment opportunities as well as outreach efforts.

9.7 Recordkeeping

Maintenance of adequate documentation for city-supported activities is critical to the effectiveness and overall performance of a program. Adequate documentation includes knowing: (1) What information needs to be collected and why, (2) When that information should be collected (and how often), (3) How the information should be acquired, organized, and stored, (4) How the information should be reported, and (5) The required retention period for records.

The City of Boulder and HUD representatives have a right to access any pertinent Grantee records to make audits, examinations, excerpts, and transcripts.

9.8 File Management

The city requires that all Grantees keep records for all project activities and beneficiary eligibility. To help you keep good records, the following information is provided:

A. Grantee Files

- Application for funding submitted to the City of Boulder during the Consolidated Grant Process;
- Grant agreement;

- Correspondence with the City of Boulder;
- Documentation of expenditures, including but not limited to request for reimbursements and on-going balances;
- A property log for all equipment purchased with grant funds;
- A copy of all quarterly reports;
- Documentation of net proceeds from each property (applicable to only housing developers);
- Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons; and
- Current audit.

B. Project Files (Construction)

- Project budget;
- Work specifications;
- Bid documents including: documentation of Grantee solicitation and selection;
- General wage determination;
- Weekly HUD payroll sheets and payroll deduction authorizations;
- Employee Labor Interviews;
- Progress and final inspections including: documentation of the Grantee's periodic on-site inspections and final inspection;
- Approved change orders;
- All correspondence related to construction; and
- Records of disbursements made for completed and approved work. This documentation should ensure that data in the project file agrees with financial records.

C. Beneficiary Files

- File for each person or household receiving assistance;
- Documentation of income eligibility;
- Race/ethnicity
- Identification of female head of households and persons with disabilities
- Declaration of Citizenship (federally funded projects only)

9.9 Record Retention

All Grantees must retain project records for five (5) years after the project is complete. Client/Beneficiary records must be maintained for the most recent five (5) years.

Chapter 10: Beneficiary Eligibility

10.1 Overview

Any individual that participates in or benefits from a city-supported project is considered a "***Beneficiary***". All beneficiaries of federal and city-supported program and/or projects must be low-to-moderate income ***unless*** beneficiaries have ***"Presumed Benefit"*** status**.** In order to determine a beneficiary low/mod income status, Grantees must collect documentation which demonstrates their eligibility. Income documentation is required for all members of the household 18 years of age and older.

10.2 Presumed Low Income Beneficiary

Beneficiaries who are abused children, battered spouses, elderly persons (definition below), severely disabled persons (see below definition), homeless persons, persons with AIDS, illiterate persons, or migrant farm workers are presumed by HUD to be low-income. Those with this designation, do not need to collect third-party income documentation, however documentation of the applicable presumed benefit classification needs to be maintained in the client file.

10.3 Elderly (definition)

Persons age 62 or older

10.4 Severely Disabled Adult (definition)

Under this definition, persons are classified as having a severe disability if they: (a) used a wheelchair or had used another special aid for 6 months or longer; (b) were unable to perform one or more functional activities; (c) were prevented from working at a job or doing housework; or (d) had a condition including autism, cerebral palsy, Alzheimer's disease, senility, or mental retardation. Finally, persons who are under 65 years of age and who are covered by Medicare or receive SSI are considered to have a disability (and a severe disability).

10.5 Income Eligibility

Any beneficiary that does not meet the "Presumed Benefit" definition is required to verify their income eligibility prior to receiving services. The Grantee is required to obtain some form of documentation concerning the income of all members of the household living in the home that are 18 years of age and older. Sample income verification forms (Exhibit 10-A) are provided in this manual.

10.6 Race & Ethnicity

Grantees are required to collect race and ethnicity data for all beneficiaries that participate in or benefit from any city funded project or program. This information is collected for statistical purposes and is used to demonstrate compliance with civil rights requirements. All beneficiaries must be given the opportunity to self-identify their race and ethnicity. Please use the ethnicity and race categories outlined below:

Ethnicity:

a. Hispanic
b. Not Hispanic

Race:

a. White
b. Black/African American
c. Asian
d. American Indian/Alaskan Native
e. Native Hawaiian/Other Pacific Islander

To collect this information, Grantees may use the HUD "Race and Ethnicity" Report (Exhibit 10-B) form to satisfy this requirement. Grantees may choose to collect the data using their own forms as long as it provides the same information as outlined on the HUD form. Beneficiaries may decline to self-identify their race and ethnicity but are still required to sign and date the form.

10.7 Declaration of Citizenship

Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Department of Housing & Urban Development (HUD) from providing financial assistance available to persons who are other than United States citizens, nationals, or certain categories of eligible noncitizens either applying to or residing in a federally assisted project. This includes projects assisted with HOME and CDBG funds which require compliance throughout the required period of affordability.

The Grantee is required to have each member of a household benefiting from a federally funded project to complete a Declaration of Citizenship (Exhibit 10-C) and provide a copy of a State issued photo I.D.

> ***NOTE:*** A Declaration of Citizenship is only required for HOME-assisted units. When a HOME-assisted unit designation floats to a new unit, all occupants of the newly designated HOME-assisted unit must comply with the Declaration of Citizenship requirement.

Chapter 11: Monitoring

11.1 Overview

This section of the manual outlines procedures for monitoring projects which have received local and/or federal awards to ensure each recipient's compliance with federal and city regulations and policies. Monitoring is necessary to insure that projects are in compliance with applicable rules and regulations. Therefore, monitoring each project is an ongoing activity that extends throughout the life of the project or program. Compliance staff will conduct an on-going monitoring process in order to review the programmatic and financial aspects of the Grantee's activities. The Compliance & Project Manager will review quarterly and annual reports to verify compliance with federal and local policy and regulations regarding use of funds and the implementation of the program, project or activity.

11.2 Monitoring Objectives

Objectives of city-supported and federally funded project monitoring process are to assure that grant recipients are:

- Complying with specific requirements and other state/federal laws and regulations;
- Carrying out their project activities as described in their applications and contracts;
- Carrying out their project activities in a timely manner, in accordance with adopted project implementation schedules;
- Charging only those costs to the projects which are eligible uses of funds and consistent with the approved project budget; and
- Conducting the program in a manner that minimizes the opportunity for fraud, waste, and mismanagement.

11.3 Monitoring Contractor Performance

Throughout the construction period, the Compliance & Project Manager and Grantee must monitor the contractor for performance in line with the project's technical specifications and for compliance with all federal, state, and local standards. Performance monitoring should also be done by the architect or engineer. The performance monitoring should consist of the following elements:

- **General Supervision:** Includes identifying the need for any construction adjustments and preparation of contract amendments. Also, involves on-going monitoring of the estimated schedule for completion.

- **Quality Control:** To ensure compliance with technical specifications and conformance with codes and standards and to ensure that the contractor is providing materials and products consistent with the quantities identified in the design and specifications.

- **Davis Bacon / Labor Standards Provisions:** Onsite inspections to ensure that all required notices have been posted. These notices include Notice to Employees, Davis Bacon Poster, (WH-1321); EEO Poster, and a copy of the wage determination and wages for additional classifications. Review of Weekly Certified Payroll and the completion of the Statement of Compliance, all contractors and subcontractors must submit payroll forms weekly to the Grantee for review. Grantees must ascertain that workers are being paid properly and in accordance with the prevailing wage rate and with information gathered in on-site interviews. On-site interviews with construction employees will be conducted by Compliance staff.

- **Certification of Pay Estimates:** To be used by the fiscal officer to verify estimated costs for partial payments. The architect or engineer should also obtain evidence that the contractor has made partial payments to any subcontractors.

In instances where the project was awarded based on a fixed price bid, the Grantee may want the contractor to prepare a cost breakdown showing the amount of funding associated with each element of the construction contract. Partial payments may be made up to 95 percent of the total amount of compensation in the contract. The remaining five percent is held by the city (retainage) pending the acceptance of work and submission of required reports.

Grantees sometimes fail to meet all of the requirements of the law. Common errors, which the Grantee should avoid, include:

- Failure to include Labor Standards provisions in bid specifications/contracts

- Use of incorrect or outdated wage and rate determinations. Wage rates are not properly "locked-in" with the city.

- Failure to award contract within 90 days of bid opening. If this occurs, wage decisions need to be re-checked and locked in with the city.

- Failure to obtain verification of contractor/subcontractor eligibility (debarment check)

- Failure to obtain Certification of Contractors and subcontractors

- Labor Standards File not established

- Weekly payrolls not obtained

- Weekly payrolls not checked

- On-site interviews not checked against payroll

11.4 Investigate Possible Labor Standard Violation

Violations of labor standards requirements may surface as the result of either monitoring by the Grantee, monitoring by the State, or through a specific complaint by a construction worker. In each case the Grantee is responsible for investigating and documenting the alleged violation.

If a violation is evident, the Grantee may work with the contractor on an informal basis to resolve the finding. Where the contractor refuses to address the violation or continues to violate the labor standards provision, the Grantee must report the violation to the Contract Monitor. The contractor should be informed that an unresolved finding could result in disbarment and make the contractor ineligible for further federally assisted construction projects. In either event, the Grantee should cease payments to a contractor until the contractor has corrected the violation.

(Similarly, if the Grantee is found to have willfully ignored labor standards provisions, it may be disbarred or have other sanctions applied against it.) The State will work with appropriate agencies to determine what actions are required.

11.5 Technical Assistance

The objective of technical assistance is to provide guidance to the Grantee in their day-to-day compliance with all requirements outlined in the project Agreement as they administer their project or program. The nature and extent of technical assistance is determined by the Compliance & Project Manager. Examples of technical assistance may include:

- Verbal or written advice
- Formal training
- Documentation and guidance

11.6 On-Site Monitoring (Site Review)

This is a structured review conducted on-site at the location(s) where project activities are being carried out and/or where project records are maintained. Compliance staff use a formal monitoring checklists to determine compliance with applicable rules and regulations. Prior to a monitoring visit, the CDBG liaison will contact the project manager concerning the timing and scope of the monitoring visit. Each on-site project monitoring visit usually involves a one or two-day visit to the community to:

- provide assistance and answer questions;
- review records;
- inspect the community's progress in completing the project activities; and

- meet with the Project Manager and local officials and with citizens involved in the project.

The city's monitoring tools cover the key requirements discussed in this manual and serves as the format for the Compliance & Data Specialist's review of city-supported projects.

Whenever possible, each on-site monitoring visit normally concludes with an "exit conference." The exit conference provides an opportunity to meet with local officials and staff to review and discuss any outstanding issues identified during the site visit, both positive and negative. As part of that exit conference discussion, the Compliance & Data Specialist will describe his or her tentative conclusions and indicate the level of concern (if any) that will be assigned to a particular issue and why. In particular, the Compliance & Data Specialist will discuss those issues that he or she intends to address in written monitoring comments.

In many cases, by thoroughly discussing a potential or actual problem, Compliance staff is able to determine that there is a reasonable explanation for a particular circumstance or question and will be able to help find a reasonable solution. Since the overall goal of the Compliance & Data Specialist is to assist Grantees in achieving timely and effective grant management, every effort will be made to informally resolve or clarify minor monitoring concerns during the exit conference.

11.7 Monitoring Process

The monitoring process is oriented towards resolving problems, offering technical assistance and promoting timely implementation of projects. Compliance staff will contact the Grantee to arrange for a monitoring visit. The agency will be informed regarding the initial records to be reviewed. These records should be ready for review upon the Compliance & Data Specialist's arrival and available at the working space set up for the monitor.

A. Entrance Conference

The Compliance & Data Specialist will meet with agency director or designated staff to answer any questions regarding the monitoring process and are introduced to appropriate staff to begin work.

- Meet staff responsible for the intake process, preparation for reports of units of service, and direct service providers.

- Review records selected for monitoring and discuss record keeping methods with staff who maintain them. Copies of certain documents and records may be made for purposes of preparing the report.

B. Records Review

The Compliance & Data Specialist will check agency records against City records regarding reports submitted to the Division of Housing. The Compliance & Data Specialist will review client/beneficiary files for:

- Documentation of eligibility
- Documentation of income equal to or lower than the HUD low income limit for the Boulder County area.
- Documentation of the provision of outlined in the Agreement and/or Covenant.
- Determine if files are complete and maintained in an orderly fashion.

C. Exit Conference

The monitor will meet with the agency director to discuss results of monitoring. Director may invite staff and/or board members as he/she deems appropriate.

- Discuss findings, if any, and methods of correcting each individual deficiency;
- Discuss concerns, if any, and methods of correcting concerns;
- Discuss any observations made regarding the agency and offer technical assistance where applicable; and
- Answer any questions agency director or staff may have.

11.8 Monitoring Letter

Within thirty (30) days after the completion of the monitoring visit, the Compliance & Data Specialist will provide written monitoring review comments to the Grantee in the form of a monitoring letter. Throughout the monitoring process, the Compliance & Data Specialist will offer any necessary technical assistance to the Grantee to avoid or resolve any monitoring concerns or findings. The monitoring letter will contain the following general elements:

- A description of the areas monitored, files reviewed, key Grantee staff that participated in the review, and the date the review was completed;
- A brief description of any statutory or regulatory requirements at issue and an explanation of the documentation examined pertinent to the requirement
- Observations, if any, made regarding the Grantee's operation;
- A conclusion of the review including a detailed list of concerns or findings, if any;
- A recommendation accompanying each concern or finding explaining how the deficiency can be corrected;

A key element to the monitoring letter is to recognize the Grantee's accomplishments as it relates to the project. However, if the Grantee's performance is found, during the monitoring visit, to be less than satisfactory in some respects, there are potentially three levels that may be assigned to a particular issue:

Concern: When the Compliance & Data Specialist raises an issue that does not involve a statutory or regulatory requirement but may involve recommending a management or program improvement, it is considered a *concern*. (Concern: A modification of an administrative procedure or policy is suggested but is not required. No response by local officials is required.)

Question of Performance: If the monitoring review raises a question regarding whether a violation of a statutory or regulatory requirement has occurred, the Compliance & Data Specialist will first informally discuss the review results with local officials to determine if a violation has occurred. (Question of Performance: If a determination cannot be made during the exit conference, the Compliance & Data Specialist may conclude that there is still a *question of performance* and request that additional information be provided within a 30-day time period in order for the Compliance & Project Manager to determine whether a violation has, in fact, occurred. A final determination regarding the issue under question will be made within 30 days of the grant recipient's response.)

Finding: When a monitoring review of a Grantee's performance reveals a specific, identifiable violation of a statutory or regulatory requirement about which there is no question, the Compliance & Data Specialist will identify and state a *finding*. (Finding: A written response regarding the Grantee's proposed actions to correct the situation identified in a finding is required within 30 days of the date of the Compliance & Data Specialist monitoring letter.)

The following are examples of problems that may trigger corrective action by the Grantee:

- Service(s) are not documented.
- Goal(s) are not being met.
- Beneficiary eligibility is not documented
- Required reports not being submitted in a timely manner.

Corrective actions should be designed to:

- Prevent a continuance of the violation;
- Mitigate any adverse effects or consequences of the violation to the extent possible under the circumstances; and
- Prevent a recurrence of the same or similar violation.

At all times, the Compliance & Data Specialist will offer any necessary technical assistance to Grantee to avoid or resolve any monitoring findings. There may be a number of acceptable solutions for resolving a violation. The Grantee is allowed to respond to each problem with any reasonable and adequate solution of its choice. The Department will determine the adequacy of a corrective action.

11.9 Monitoring Follow-Up

Upon receipt of the Grantee's response to the monitoring report, the Compliance & Project Manager will review the response to determine if the findings have been satisfied. A written response to the Grantee's response will be sent to the agency, to include the following:

- Those findings which have been satisfied will be noted as closed. If all findings are closed, the sub-recipient's monitoring for the year under review is considered to be complete.

- Findings which are not satisfied will remain open, and will require further response or action on the sub-recipient's part.

- The Grantee will be given an adequate period of time to take any further action needed to correct the findings and respond in writing.

    - If these actions are satisfactory, the findings are noted as closed and the monitoring is considered to be complete.

    - If these actions are not satisfactory, further correspondence is required until such time as all findings are closed and the monitoring is concluded.

    - The close of the contract does not necessarily close the monitoring. Correspondence will continue until all findings are closed.

11.10 Non-Compliance

Any determination of noncompliance will be communicated to the Owner/Manager. A letter to the Owner/Manager will be written notifying them of noncompliance, corrective actions required and the resolution period. The severity and extent of noncompliance may vary. In general, issues of noncompliance fall into three levels of severity.

Level 1: One-time instance of noncompliance;

Level 2: Moderate to severe instances of noncompliance that have multiple occurrences, and or suggest that there are problems with management or operational issues in carrying out requirements;

Level 3: Instances of gross negligence, fraud, discrimination, or physical conditions that pose an imminent threat to the health or safety of tenants.

If issues of noncompliance are not resolved within the period of time allotted, the Compliance & Project Manager will investigate and may visit the site to determine the extent of noncompliance.

11.11 Terms of Enforcement

When issues of noncompliance are identified, a range of corrective actions or remedies may be imposed. The type of corrective action depends on the severity of noncompliance. Some examples of remedies may include:

Level 1: Document the issue of noncompliance, follow-up and verify that the issue of noncompliance has been corrected; and or monitor more frequently to ensure that issues of noncompliance are not repeated.

Level 2: Meet with the Owner/Manager to correct the issue of noncompliance; document the meeting and directives in a follow-up letter, verify that all issues of noncompliance have been corrected; and monitor more frequently and provide technical assistance as needed.

Level 3: Meet with the Owner/Manager to identify issues of noncompliance and establish a timeframe for corrective action, execute a formal agreement which specifies the terms and conditions to address the issue of noncompliance. Notify the City Attorney's Office if full compliance within the allotted resolution period is not satisfied. The City Attorney Office may pursue whatever legal action necessary to correct the situation.

EQUAL HOUSING OPPORTUNITY

CITY OF BOULDER

EXHIBIT 5-A

SAMPLE INSTRUCTIONS TO BIDDERS

USE OF SEPARATE BID FORMS

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

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

INTERPRETATIONS OF ADDENDA

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

INSPECTION OF SITE

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

ALTERNATIVE BIDS

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

BIDS

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

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

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

Each Bidder shall include in his Bid the following information:

PRINCIPALS

Names
Home Address, including City, State & ZIP Code

FIRM

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

BID GUARANTY

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

_____

_____
(Agency)

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

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

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

COLLUSIVE AGREEMENTS

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

UNIT PRICES

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

CORRECTIONS

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

TIME FOR RECEIVING BIDS

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

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

OPENING OF BIDS

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

WITHDRAWAL OF BIDS

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

AWARD OF CONTRACT: REJECTION OF BIDS

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

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

EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

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

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

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

PRE-CONSTRUCTION CONFERENCE

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

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

TAXES

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

WAGES AND SALARIES

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

EXHIBIT 5-B

INVITATION FOR BIDS (SAMPLE)

(MUST BE MODIFIED IF APPLICABLE STATE OR LOCAL LAW SO REQUIRES)

The _____ will receive Bids
(Name of Local Public Agency)
for _____
(Brief Description of Site Improvements and Project Identification)
until _____ AM/PM (Standard Time/Daylight Savings Time) on the _____ day of_____ at
_____(Address of Local Public Agency, City or Town, State and Zip Code)
at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

Item 1
Item 2 (List the quantity and brief description of each item of work
Item 3 to be included in this Contract for which payment will be made.)
Item 4

Contract documents, including Drawings and Technical Specifications, are on file at the office of

_____
(Local Public Agency/Engineer, Address including Zip Code)

Copies of the Contract Documents may be obtained by depositing $_____ with the

_____
(Local Public Agency)

for each set of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good condition within ten (10) days after Bid opening.

A certified check or bank draft, payable to the order of _____ negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

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

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

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

Date:_____ _____
Local Public Agency

By_____

Title _____

Exhibit 5-C

CONSTRUCTION CONTRACT DOCUMENTS

SAMPLE CONTRACT

THIS AGREEMENT, made this _____ day of _____(month) _____ (year) by and between _____ herein "Contractor" and _____ "Owner/Grantee"

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

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

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

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

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SIGNATURE PAGE TO FOLLOW

(SEAL)

ATTEST:

_____
Owner

_____
Secretary

By_____

_____
Witness Title

(SEAL)

_____

Contractor

ATTEST:

By_____

_____
Secretary

_____
Witness Title

_____

_____

Address

Exhibit 5-C.1

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GENERAL CONDITIONS

The project to be constructed pursuant to this Contract will be financed with assistance from the City of Boulder, Division of Housing CDBG Program and is subject to all applicable Federal and State laws and regulations.

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

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

1. DEFINITIONS

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

a. CONTRACTOR: A person, firm or corporation with whom the contract is made by the Owner, i.e., the Local Government.

b. SUBCONTRACTOR: A person, firm or corporation supplying labor and materials or only labor for work at the site of the project, for and under separate contract or agreement with the Contractor.

c. WORK ON (AT) THE PROJECT: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings, by the A/E, as necessary to carry out the work required by the contract documents.

The additional drawings and instructions thus supplied will become a part of the contract drawings. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULE, REPORTS AND RECORDS

The Contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the contract documents for the work to be performed.

Prior to the first partial payment estimate the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and as applicable.

The dates at which special drawings will be required and respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS

The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the owner.

In case of conflict between the drawings and specification, the specification shall govern. Figure dimensions on drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the A/E in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the architect/Engineer, the Contractor must furnish additional copies.

Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

6. MATERIALS, SERVICES AND FACILITIES

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the A/E.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller when a Payment Bond is not required the contract documents.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expenses to the Owner.

7. CONTRACTOR'S TITLE TO MATERIALS

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

8. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection

agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as part of the contract.

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

9. SUBSTITUTIONS

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

10. PATENTS

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

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

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

10. SURVEYS, PERMITS AND REGULATIONS

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

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

11. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

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

12. SUPERVISION BY CONTRACTOR

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13. WEATHER CONDITIONS

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

14. PROTECITON OF WORK PROPERTY - EMERGENCY

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

In case of an emergency which threatens loss or injury of property, and/or safety or life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for

compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval. Where the Contractor has not taken action but has notified Architect/Engineer of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Architect/Engineer. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

15. INSPECTIONS

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

16. REPORTS, RECORDS AND DATA

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

17. SUPERINTENDENCE BY CONTRACTOR

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

18. CHANGES IN WORK

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

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

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

19. EXTRAS

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

20. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein and definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, PROVIDED, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; PROVIDED, FURTHER, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Local Public Agency;

b. To unforeseen cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or the public enemy, acts of the

Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

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

21. CORRECTION OF WORK

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

22. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

23. CLAIMS FOR EXTRA COST

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

24. RIGHT OF THE OWNER TO TERMINATE CONTRACT

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

25. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner: (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

26. PAYMENTS TO CONTRACTOR

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

OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all

supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged hereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

27. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

28. PAYMENTS BY CONTRACTORS

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

29. INSURANCE

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

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

provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE:
The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

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

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

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

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

30. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price

or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in a separate instrument in accordance with local law.

31. ADDITIONAL OR SUBSTITUTE BOND

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

32. ASSIGHMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

33. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

34. SEPARETE CONTRACT

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

35. SUBCONTRACTING

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

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

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

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

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

36. ARCHITECT/ENGENEER’S AUTHORITY

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or specifications, the determination or decisions of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner to any extent by such question. The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

37. STATED ALLOWANCES

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted

accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

38. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

a. to take every precaution against injuries to persons or damage to property;

b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

d. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

e. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

f. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not cut or otherwise alter the work of any other Contractor.

39. QUANTITIES OF ESTIMATE

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

40. LANDS AND RIGHT OF WAY

Prior to the start of construction, the Owner shall obtain lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

41. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not

done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of defects with reasonable promptness.

42. CONFLICTING CONDITIONS

Any provisions of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

43. NOTICE AND SERVICE THEREOF

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

44. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

45. PROTECTION OF LIVES AND HEALTH

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

46. SUBCONTRACTS

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

47. INTEREST OF MEMERS OF OR DELEGATE TO CONGRESS

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

48. OTHER PROHIBITED INTERESTS

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

49. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

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

a. Secures written consent of the Contractor except in the event, in the opinion of the architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of such list items or other contract requirements.

b. Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

c. When the notice consists of more than one building, and one of the buildings is occupied, secures permanent firm and extended coverage insurance, including a permit to complete construction. Consent of the Surety must also be obtained.

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

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

50. PHOTOGRAPHS OF THE PROJECT

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

51. SUSPENSION OF WORK

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

52. MINIMUM WAGE RATE FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated to reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without cost of expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

53. UNDERPAYMENT OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers or mechanics the full amount of ages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency for and on account of the Contractor or the subcontractor (as may be

appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

54. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract; provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

55. OVERTIME

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

a. **OVERTIME REQUIREMENTS.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such or to work in excess of 40 hours in such workweek unless such laborer or mechanic received compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

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

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

d. **SUBCONTRACT.** The Contractor shall insert in any subcontract the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

56. EMPLOYMENT OR APPRENTICES/TRAINEES

a. **APPRENTICES** will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

b. **TRAINEES.** Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

57. SECTION 3

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

58. EMPLOYEMENT OF CERTAIN PERSONS PROHIBITED

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

59. REGULATIONS PURSUANT TO SO-CALLED "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C. Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by the subcontractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

60. EMPLOYEMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

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

61. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency, shall be referred to the Secretary of Labor for determination.

62. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

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

63. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

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

64. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

65. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

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

66. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit WEEKLY to the Local Public Agency or Public Body certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this

Contract shall be maintained during the course of the work and preserved for a period of 5 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, their correct classification, rate of pay (including rates of contributions or costs anticipated, of the types described in Section 1(b)(2) of the Davis-Bacon Act,) daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which shows that the commitment to provide such benefits is enforceable, that the plan of program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, The Colorado Department of Local Affairs, the Local Public Agency, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

67. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

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

68. INELIGIBLE SUBCONTRACTORS

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

69. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

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

70. BREACH OF FOREGOING FEDERAL LABOR STANDARD PROVISIONS

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

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

71. EMPLOYEMENT PRACTICES

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

72. CONTRACT TERMINATION; DEBARMENT

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

73. PUBLIC CONTRACT FOR SERVICES – EMPLOYEMENT ELIGIBILITY VERIFICATION

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

a. The Contractor will participate in the E-Verify Program, the employment verification program established by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this contract.

b. The Contractor shall notify the owner and the Colorado Department of Labor and Employment of its participation in the employment verification program.

c. The Contractor shall not enter into a contract with a subcontractor that fails to certify TO THE CONTRACTOR they THE SUBCONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under THIS Contract or use either the E-Verify Program or Colorado Department of Labor and Employment verification program procedures to undertake pre-employment screening of job applicants while the contract is being performed.

d. If the Contractor obtains actual knowledge that a subcontractor knowingly employs or contracts with an illegal alien, the Contractor is required to:

    1. Notify the subcontractor and the Department of Local Affairs within three days of obtaining actual knowledge of the employment or contract with an illegal alien.

    2. Terminate the subcontract if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien unless, during such three days, the subcontractor provides information that it did not knowingly employ or contract with an illegal alien.

3. Comply with any reasonable request by the Colorado Department of Labor and Employment in the course of an investigation pursuant to authority established pursuant to CRS§8-17.5-102(5)(a).

e. The Department of Local Affairs or the Owner may terminate this Contract for any violation of this provision and the Contractor shall be liable for actual and consequential damages to the Department of Local Affairs and the Owner.

74. SURPLUS AREA FIRMS

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

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit 5-C.3

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

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

PLANS/DRAWINGS

General Construction: _____

Heating and Ventilating: _____

Plumbing: _____

Electrical: _____

Other _____ _____

Other _____ _____

SPECIFICATIONS

General Construction: Page _____ to _____, incl.

Heating and Ventilating: " _____ to _____, incl.

Plumbing: " _____ to _____, incl.

Electrical: " _____ to _____, incl.

Other (_____) " _____ to _____, incl.

Other (_____) " _____ to _____, incl.

ADDENDA

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

2. STATED ALLOWANCES

Pursuant to the General Conditions, the contractor shall include the following cash allowances in his proposal:

a) For _____ (Page ___ of Specifications) $ _____

b) For _____ (Page ___ of Specifications) $ _____

c) For _____ (Page ___ of Specifications) $ _____

d) For _____ (Page ___ of Specifications) $ _____

3. SPECIAL HAZARDS

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

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

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

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

5. PHOTOGRAPHS OF PROJECT

As provided in the General Conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

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

Given on Pages _____, _____ and _____.

7. Builder's Risk Insurance

As provided in Bonds and Certificates, Paragraph 38(e), the Contractor **will/will not*** maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on

the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

Strike out one.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

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

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

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

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

(3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

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

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

A. LEAD-BASED PAINT HAZARDS (Applicable to Contracts for construction or rehabilitation of residential structures): The construction or rehabilitation of residential structures is subject to the HUD lead-Based Paint regulations, 24 CFR 35. The Contractor and Subcontractors shall comply with the provisions for elimination of lead-based paint hazards

under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(F) thereof.

B. USE OF EXPLOSIVES (Modify as Required): When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel, or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight (8) hours before blasting is done, closed to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. DANGER SIGNALS AND SAFETY DEVICES (Modify as Required): The Contractor shall make all necessary precaution to guard against damages to property and injury to persons. He shall put up and maintain in good conditions, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

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

INSERT
WAGE DETERMINATION
HERE

TERMS AND CONDITIONS OF THE CONTRACT

1. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all records and data, at the option of the Local Public Agency become its property. Notwithstanding the above, the Firm shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Firm, and the Local Public Agency may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Local Public Agency from the Firm is determined.

2. REPORTS AND INFORMATION. The Firm, at such times and in such forms as the Local Public Agency may require, shall furnish the Local Public Agency such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

3. RECORDS AND AUDITS. The Firm shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Public Agency to assure proper accounting for all project funds. These records will be made available for audit purposes to the Local Public Agency or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Local Public Agency.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Firm agrees as follows:

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

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c. The Firm will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

f. In the event of the Firm's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Firm will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase

order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanction for non-compliance: provided, however, that in the event the Firm becomes involved in, or is threatened with , litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion or religious affiliation or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Colorado and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the project area.

8. SECTION 504 OF THE REHABILITATION ACT OF 1973. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

9. INTEREST OF MEMBERS OF A LOCAL PUBLIC AGENCY. No member of the governing body
of the Local Public Agency and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

10. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the
Local Public Agency and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

11. ARCHITECTURAL BARRIERS . All design specifications for the construction of any building or residence shall provide access to the physically handicapped in accordance with **the Architectural Barriers Act of 1968; the American With Disabilities Act of 1990 (28 CRF Part 36), and Colorado Revise Statue, CRS 9-5-101 to 112.**

12. THE GOVERNMENT-WIDE RESTRICTION ON LOBBYING, prohibits spending CDBG funds to influence or attempt to influence federal officials; requires the filing of a disclosure form when non-CDBG funds are used for such purposes; requires certification of compliance by the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all sub-recipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each failure.

EXHIBIT 5-D

PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

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

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

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

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

EXHIBIT 5-D.1

PERFORMANCE BOND

_____

KNOW ALL PEOPLE BY THESE PRESENTS: that

_____

(Name of Contractor or Company)

_____

(Address)

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

_____

(Address)

hereinafter called SURETY, are held and firmly bound unto

_____

(Name of Recipient)

_____

(Recipient's Address)

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

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

PROJECT NAME: _____

_____

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

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

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

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

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

ATTEST:

_____
Principal

_____
Principal Secretary

By_____

(SEAL)

_____
Witness as to Principal

_____
Address

_____
Address

_____

ATTEST:

_____
Surety

_____
Witness as to Surety

By_____
Attorney in Fact

_____
Address

_____
Address

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

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

EXHIBIT 5-D.1

PAYMENT BOND

_____

KNOW ALL PEOPLE BY THESE PRESENTS: that

_____
(Name of Contractor or Company)

_____
(Address)

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

_____
(Address)

hereinafter called SURETY, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

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

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

PROJECT NAME:

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

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

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

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

ATTEST:

_____
Principal

_____
Principal Secretary

By_____

(SEAL)

_____
Witness as to Principal

_____
Address

_____
Address

_____

ATTEST:

_____
Surety

_____
Witness as to Surety

By_____
Attorney in Fact

_____
Address

_____
Address

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

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

EXHIBIT 5-D.1

BID BOND

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

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

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

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

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

_____
Principal (L.S.)

_____
(SEAL) Surety

By:_____

EXHIBIT 5-E

CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS

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

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

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

---

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

---

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

---

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

---

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

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

CERTIFICATION OF CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Contractor or Sub-Contractor

Project Name and Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract if this is a Section 3 project.

(b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Type of Print)

Signature

Date

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____

_____ , the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affined, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly of indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) _____

Title_____

Subscribed and sworn to me this

_____ day of _____, 19_____

By:_____
Notary Public

My Commission expires: _____

Exhibit 6-A

City of Boulder, CO – Finance Department

ACH PAYMENT PROGRAM

(available beginning February 9, 2015)

Benefits of ACH Payment

It's ***FREE!***

The program is totally free as part of the Finance Department's efforts to improve services. You will save the hassle and costs of depositing checks because your payment will be deposited directly in your designated financial institution account.

It's ***FAST!***

No more waiting for the mail! The funds will be deposited in your account electronically on the check payment date which makes payment more predictable and reliable. A remittance notice will be e-mailed to confirm each ACH payment made.

It's ***SECURE!***

No more worry about missing checks. Your money will be safe in your account and your account information will be safe in a secured environment.

It's ***EASY!***

Just fill out the vendor form attached or go to www.bouldercolorado.gov/purchasing to fill out online. All completed forms should be mailed/faxed/e-mailed with a voided check or bank letter to:

City of Boulder Finance Department
1777 Broadway
Boulder, CO 80302
Fax: (303) 441-4381
Email: payments@bouldercolorado.gov

Questions? E-mail payments@bouldercolorado.gov or call (303) 441-3068.

EXHIBIT 6-A

City of Boulder, CO – Finance Department
VENDOR FORM

(available online at www.bouldercolorado.gov/purchasing)

Vendor Information

New Vendor ☐ Existing Vendor Change of Information ☐

Federal Tax ID or Social Security #: _____ **(W-9 required for all new vendors -** Immigration Affidavit may also be required)

Individual or Legal Business Name: _____ **(Full name exactly as listed on your tax return)**

DBA (if different): _____ **(Name you are Doing Business As if different than name above)**

Remittance Address: _____

City, State, Zip Code: _____

Contact Name: _____

Phone Number: _____

Remittance E-mail Address: _____ **(Must be provided for remittance notices)**

Purchase Order E-mail Address (if different): _____ **(Must be provided to receive purchase orders. Use fax number if email address is not available.)**

ACH Authorization Agreement

I (Company) hereby authorize the city of Boulder, Colorado, hereafter called City, to initiate credit entries to my (our) account at the depository financial institution named below, herein after called Depository and to credit the same to such account. If City funds to which I (Company) am not entitled are deposited in my (our) account, I (Company) authorize the City to direct the Depository to return those funds. I (Company) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law and the rules as set forth by the National Automated Clearing House Association (NACHA).

This authorization is to remain in full force and effect until the City has received a notice of termination from me, or a company representative, in such time and in such manners as to afford the City a reasonable opportunity to work on it. I (Company) further acknowledge that any remittance information associated with payments that I (Company) receive will be made available to me through a Notice of Payment sent by the City to the remittance e-mail address designated by me (Company).

Bank Account Information

Depository Name: _____

Bank ABA Routing Number: _____

Account Number: _____

Account Type: Checking ☐ Savings ☐

Signature

Authorized Signature: _____ **Date:** _____

Title: _____

Print Name: _____

All information is required. Please *attached a voided check or bank letter* to this form if you wish to receive your payments via ACH. All completed forms should be emailed to payments@bouldercolorado.gov; faxed to (303) 441-4381; or mailed to City of Boulder Finance Department, 1777 Broadway, Boulder, CO 80302. Please email or call us at (303) 441-3068 with questions.

City of Boulder **EXHIBIT 6-B**
Planning, Housing & Sustainability

Project Overview

Grantee Information

Organization _____ DUNS # _____
Contact Name _____
Street Address _____ FEIN # _____
City, State, Zip _____
Phone Number _____
Email Address _____

Project Information

Project Name _____ Project # _____
Activity Type ☐ Rehab ☐ New Construction ☐ Acquisition ☐ Other IDIS # _____

Funding Information

Type of Funds ☐ CDBG ☐ HOME ☐ CHAP ☐ AHF
Agreement Date _____
Reception # _____

DESCRIPTION	AMOUNT
Original Activity Budget	$ -
Budget Ammendments #1, Date Amended:	$ -
Budget Ammendments #2, Date Amended:	$ -
Budget Ammendments #3, Date Amended:	$ -
Total Amendments	$ -
Total Budget	$ -

Compliance & Report Requirements	***Status***	***Notes***
Procurement	☐ Yes ☐ No	
Davis-Bacon	☐ Yes ☐ No	
Quaterly Progress Report	☐ Yes ☐ No	
Section 3 Summary Report	☐ Yes ☐ No	
Contract/Subcontract Activity Report	☐ Yes ☐ No	
Annual Beneficiary/Tenant Report	☐ Yes ☐ No	

Please direct questions regarding the project or reimbursement to:
Shelly Conley, Compliance & Project Manager
conleys@bouldercolorado.gov
303-441-3231

City of Boulder
Planning, Housing & Sustainability

Reimbursement Request

Contact Name	0		
Street Address	0	FEIN #	0
City, State, Zip	0		
Phone Number	0		
Email Address	0		

Project Information

Project Name	0	Project #	0
		IDIS #	0

Reimbursement Information

Date Submitted	06/24/16	Request #	1

LINE	DESCRIPTION	AMOUNT
1	Origianl Activity Budget	$ -
2	Budget Ammendments	$ -
3	Amended Budget (Line 1 + Line 2)	$ -
4	Minus 10% of Original Activity Budget (pending submittal of final project reports)	$ -
5	Previous Expenditures to Date	
6	Amount Available for Reimbursement (Line 3 - Line 4)	$ -
7	Amount of Expenditures (identified on related itemization spreadsheet)	$ -
8	Amount of Revenues (identified on related itemization spreadsheet)	$ -
9	Reimbursement Requested	$ -
10	Balance	$ -

Internal Use Only - Approvals

Project Manager Approval	Title	Date
Compliance Review/Approval	Title	Date
Management Approval	Title	Date

Compliance & Reporting Requirements	***Status***	***Notes***
Expenditures in compliance with allowable expenses?	☐ Yes ☐ No	
All required documentation included?	☐ Yes ☐ No	
If applicable, Davis-Bacon requirements satisfied?	☐ Yes ☐ No	
If applicable, Section 3 requirements satisfied?	☐ Yes ☐ No	
Reporting requirements satisfied?	☐ Yes ☐ No	

Fiscal Actions	***Date***	***Staff Initials***	***Notes***
Munis Payment Processed			
IDIS Draw Down			

Please direct questions regarding the project or reimbursement to:
Shelly Conley, Compliance & Project Manager
conleys@bouldercolorado.gov
303-441-3231

City of Boulder
Planning, Housing & Sustainability

Reimbursement Itemization

Organization	**0**
Project Name	**0**
Date Submitted	**6/24/2016**
Reimbursement #	**1**

Line #	Date	Expenditure (Include invoice detailing expenditure)	Amount
1			$ -
2			$ -
3			$ -
4			$ -
5			$ -
6			$ -
7			$ -
8			$ -
9			$ -
10			$ -
11			$ -
12			$ -
13			$ -
14			$ -
15			$ -
16			$ -
17			$ -
18			$ -
		TOTAL	$ -

Line #	Date	Revenue (Include documentation detailing source of revenue)	Amount
1			$ -
2			$ -
3			$ -
4			$ -
5			$ -
6			$ -
		TOTAL	$ -

EXHIBIT 6-C

Division of Housing
Project Close-Out Report

Part I: Grantee/Project Data

Grantee Name: _____ **Contact:** _____

Project Name: _____ **Project #** _____

Part II: Required Reports

- ☐ Financial Statement/ Single-Audit/990
- ☐ Contract & Subcontract Activity Report
- ☐ Section 3 Summary Report

Part III: Project Applicants & Beneficiaries

Are the applicants/beneficiaries counted as: ☐ Households ☐ Individuals ☐ N/A

Part IV: Beneficiary Income

Category	AMI	Total # Served
Extremely Low Income	0% to 30%	_____
Very Low Income	31% to 50%	_____
Low to Moderate Income	51% to HUD Low	_____

Part V: Housing Unit Characteristics (if applicable)

	Total #
Total # of accessible units in the project:	_____
Total # of units meeting Energy Star Standards:	_____
Total # of units serving people with disabilities	_____
Total # of units designed to serving the Homeless	

Part VI: Race & Ethnicity

For Fair Housing Purposes, Grantees are required to report the demographic data of all the beneficiaries served.

NOTE: Hispanic or Latino is an ethnicity not a race. Reporting applicants are either Hispanic or Not-Hispanic. Therefore, the Hispanic category should count only those who have designated themselves as Hispanic. Make sure the race of those who have designated themselves as Hispanic is also included.

Race of Applicants	Total # of Applicants	Total # Hispanic	Total # Female HOH	Total # of Disabled
American Indian or Alaska Native	_____	_____	_____	_____
Asian	_____	_____	_____	_____
Black or African American	_____	_____	_____	_____
Native Hawaiian or Other Pacific Islander	_____	_____	_____	_____
White	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
TOTAL:	_____	_____	_____	_____

Part VII: Certifications

As Executive Director of the Contractor Agency, I Certify that:

- All project activities (including all related construction/rehabilitation activities), except required administration activities have been completed.
- The results / objectives specified in the grant contract have been achieved;
- All costs to be paid have been incurred with the exception of any administrative costs related to project close-out (including audit costs) and any unsettled third party claims;
- The information contained in this report is accurate to the best of my knowledge;
- All records related to grant activities are submitted with this report or available upon request;

_____ _____

Signature of Executive Director Date

_____

Name and Title

Part VIII: City Compliance Review & Approval

_____ _____

Staff Signature Date

_____

Shelly Conley, Compliance & Project Manager

EXHIBIT 7-A

SAMPLE

INITITAL NOTICE OF NONDISCRIMINATION

As required by Section 504 of the Rehabilitation Act (as amended) and the Americans with Disabilities Act (ADA), *(Insert Name of Organization of Here)* has adopted by resolution a policy regarding "Nondiscrimination on the Basis of Disability."

(Insert Name of Organization of Here) does not discriminate on the basis of disability in the admission to, access to, or operations of programs, services or activities.

Qualified individuals who need accessible communication aids and services or other accommodations to participate in programs and activities are invited to make your needs and preferences known to the 504/ADA coordinator. Please give us at least three to five day's advance notice so we can adequately meet your needs.

An internal grievance procedure is available to resolve complaints. Questions, concerns, or requests for additional information regarding 504/ADA should be forwarded to:

504/ADA Coordinator's
Name_____

Title_____
_____

Address_____
_____

Phone Number_____
TDD_____

Days and Hours
Available_____

Upon request, this notice and other materials may be made available in alternative formats (for example, large print or audio tape) from the 504/ADA coordinator.

EXHIBIT 7-A.1

SAMPLE

POLICY REGARDING NONDISCRIMINATION ON THE BASIS OF DISABILITY

Whereas, the *(Insert Name of Organization Here)* has applied for/received Federal funds and is required to comply with Section 504 of the Rehabilitation Act of 1973; and

A resolution of the *(Insert Name of Organization Here)*, adopting a policy of nondiscrimination on the basis of disability.

Whereas, the Congress of the United States has passed Section 504 of the Rehabilitation Act of 1973, which requires that "no otherwise qualified individual with a disability shall, solely on the basis of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program, services, or activities receiving federal assistance";
and

Whereas, the failure to comply with the terms and conditions of Section 504 of the Rehabilitation Act may cause the City/Parish/Organization to lose its grant or eligibility for future grants;

Now, therefore, be it resolved by the *(Insert Name of Organization Here)* of, the following:

Section I. It is the policy of the *(Insert Name of Organization Here)* that all programs and activities shall be accessible to, and usable by, qualified persons with disabilities, in accordance with Section 504 and the Americans with Disabilities Act (ADA).

Section II. That the *(Insert Name of Organization Here)* shall conduct a Self-Evaluation, with the assistance of a review committee involving individuals with disabilities, of its programs, policies, procedures, and facilities to determine those areas where discrimination may occur.

Section III. The *(Insert Name of Organization Here)* shall, upon completion of the Self-Evaluation plan, make revisions, modifications, or other changes so as to fully comply with the letter and intent of Section 504 and the ADA.

Section IV. Further, the *(Insert Name of Organization Here)* shall, where building modifications are required, develop and implement a Transition Plan for eliminating structural barriers in a timely manner in accordance with Section 504 and the ADA.

Citizens may contact (designated employee) at (address), (telephone number) for assistance, or to answer questions regarding this policy during the hours of_____ .

Passed By *(Insert Name of Organization)*
_____.

Signed By
_____Title_____

Date_____Attest_____

(Other entities should change the wording as appropriate to indicate who they are and how the policy was developed).

Attest

EXHIBIT 7-A.2

SAMPLE GRIEVANCE PROCEDURE

The following grievance procedure is established to meet the requirements of Section 504 of the Rehabilitation Act as amended and the Americans with Disabilities Act of 1990 (ADA).

According to these laws, *(Insert the Name of Organization Here)* certifies that all citizens shall have the right to submit a grievance on the basis of disability in policies or practices regarding employment, services, activities, facilities, or benefits provided by *(Insert the Name of Organization Here)*.

When filing a grievance, citizens must provide detailed information to allow an investigation, including the date, location and description of the problem. The grievance must be in writing and must include the name, address, and telephone number of the complainant. ***Upon request, alternative means of filing complaints, such as personal interviews or a tape recording, will be made available for individuals with disabilities upon request.*** The complaint should be submitted by the complainant or his/her designee as soon as possible, but no later than 90 days after the alleged violation. Complaints must be signed and sent to:

Name/Title of Coordinator _____

Address _____

Telephone Number_____ (Voice)_____
(TDD)_____

Within 15 calendar days after receiving the complaint, (*Name of 504/ADA Coordinator*) will meet with the complainant to discuss the complaint and possible resolution. Within 15 calendar days after the meeting (*Name of 504/ADA Coordinator*) will respond in writing. Where appropriate, the response shall be in a format accessible to the complainant (such as large print or audio tape). The response will explain the position of (*Name of City/Parish*) and offer options for resolving the complaint.

If the response by (*Name of 504/ADA Coordinator*) does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision of the 504/ADA coordinator. Appeals must be made within 15 calendar days after receipt of the response. Appeals must be directed to the chief elected official or his or her designee.

Within 15 calendar days after receiving the appeal, the chief elected official or his or her designee will meet with the complainant to discuss the complaint and to discuss possible resolutions. Within 15 calendar days after the meeting, the chief elected official or his or her designee will provide a response in writing. Where appropriate, the response shall be in a format accessible to the complainant. The response shall be accompanied by a final resolution of the complaint. The 504/ADA Coordinator shall maintain the files and records of *(Insert the Name of Organization Here)* pertaining to the complaints filed for a period of three years after the grant is closed out.

CITY OF BOULDER, DIVISION OF HOUSING

Section 504/ADA Compliance Self-Evaluation Guidebook

Purpose

This guidebook is designed to assist City of Boulder, Division of Housing recipients (Grantees) of U.S. Department of Housing and Urban Development (HUD) funds in evaluating the current state of accessibility of their programs and activities to disabled participants and employees. More specifically, this guidebook is intended to assist organizations in their efforts to:

a) comply with HUD regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, including the preparation of a self-evaluation of all programs, activities, policies and procedures to determine areas of noncompliance, and

b) better understand the relationship between Section 504 and the Americans with Disabilities Act (ADA).

Introduction

Section 504 provides for equal opportunity to enter facilities and participate in programs and activities. It does not require that every facility or program be accessible. The important considerations are that disabled persons have the same opportunities in employment, the same opportunities to enter and move around in facilities, and the same opportunities to participate in programs and activities as non-disabled persons. Further, it is important to offer employment, programs and services in settings that are integrated rather than to segregate disabled persons with special programs.

Under Section 504, a self-evaluation is required of all recipients of federal funds. It also applies to any person to whom federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance.

Self-Evaluation and Compliance Schedule

The self-evaluation survey instrument contained in this guidebook will help you to evaluate the degree of accessibility of your programs, activities, and facilities so that you can plan full program accessibility. Your self-evaluation must include a review of all HUD-funded functions of your organization, as well as some functions that may not be HUD funded but is required to facilitate delivery of funded services, i.e. entry and exit into facilities to receive services, etc. Disabled individuals and/or organizations that represent disabled individuals should be included in the self-evaluation process. The self-evaluation must include an examination of:

- employment and personnel policies and procedures;
- the extent to which program and activities are readily accessible and usable by persons with disabilities;
- the extent to which the delivery of benefits and services are free from discriminatory effects on disabled persons; and
- the extent to which contractual arrangements are free from subjecting disabled persons to discrimination.

Through the self-evaluation process, the agency identifies and changes policies or practices that discriminate against qualified individuals with disabilities so that individuals with disabilities can participate fully in the agency's programs and activities.

This process should include:

A) **A review the inventory of programs and activities** conducted by the agency.

B) **Collecting and documenting the policies and practices that govern the administration** of the agency's programs and activities. An agency's policies may be in the form of regulations, administrative manuals, memoranda, or simply be a matter of customary practice. Some policies may not be written down at all. It is important that this review be complete, both to ensure that all relevant policies are identified and to enable the agency to identify potential problem areas when no policy exists.

C) **Analyzing how the agency's policies and practices affect individuals with disabilities** who seek to participate in the agency's programs and activities. In this analysis, the agency must take into account the fact that discrimination can happen not only as a result of what is in its policies, but also as a result of what is not in its policies.

D) **Making and documenting changes and additions to agency policy.** The changes required by the self-evaluation process should not require an extended period of time to complete.

E) **Obtaining comments on the draft self-evaluation from individuals with disabilities** and other interested persons. Based on these comments, the self-evaluation should be revised as necessary, put in final form, and fully implemented. Periodically, it should be reviewed and updated to ensure that new policies are not discriminatory and disabled individuals continue to be able to participate fully in the agency's programs.

The survey included in this workbook is designed to assist Grantees in fulfilling the self-evaluation requirement. In developing answers to the survey questions, your agency will be preparing most of the information that Section 504 requires. It should assist you in pinpointing areas where action is likely to be required to achieve compliance with Section 504. It should be emphasized, however, that this survey is not intended as a substitute for your agency's judgment or analysis of the pertinent regulations issued pursuant to Section 504. Any information in this survey cannot be used as a sole basis for determining compliance with Section 504. You are advised to review the Section 504 regulations at 24 CFR Part 8.

Upon completion of your self-evaluation and compliance schedule Grantees must create and maintain a file documenting activities related to completing the self-evaluation, consultation with persons with disabilities or organizations representing persons with disabilities and development of the plan. This file should also include a copy of a completed self-evaluation and compliance schedule reviewed by the Grantees board of directors and signed by an authorized official. This file should be readily available for inspection during any program monitoring visits conducted by Division of Housing, Compliance staff.

Relationship of 504 to ADA

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability in employment (Title 1), state and local government services (Title II), and places of public accommodation and commercial facilities (Title Ill).

The ADA extends the requirements of 504 to all activities of state and local governments under Title II, and under, Title Ill, to "places of public accommodation" operated by private entities. The requirements of ADA for places of public accommodation and state and local governments are based on, and are essentially the same as, the requirements of Section 504. Under Title II, state and local government entities are covered by the same standard as is used under Section 504 with respect to existing facilities. They must ensure that the services, programs and activities they offer are accessible to individuals with disabilities, but they may use alternative methods for providing access. However, compliance with Section 504 does not guarantee compliance with ADA.

The most rigorous physical accessibility requirements apply to new construction and alterations. The Department of Justice's ADA regulations adopt specific architectural standards for new construction and alterations. Places of public accommodation and commercial facilities covered by Title Ill must comply with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG). State and local governments may use either ADAAG or the Uniform Federal Accessibility Standards (UFAS), which is the standard used under Section 504.

Enforcement of Section 504

Grantees of City of Boulder, Division of Housing HUD funding agree to comply with Section 504 requirements in their contract with the City. The Division of Housing takes enforcement of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act seriously. If the Division of Housing discovers that a recipient is in noncompliance with Section 504 Regulations and/or ADA, the City has the authority to suspend and/or terminate funding.

Section 504 Self-Evaluation Survey

Instructions
Grantees of the City of Boulder's CDBG and HOME funds are required to complete a Section 504 self-evaluation survey and maintain it on file for review during program monitoring. In many cases, an agency may have already completed such a review several years ago as required. If you have an existing self-evaluation in place, you should review your existing evaluation and plan, attach it to this completed survey, make updates if needed to your existing plan, and maintain it in a readily accessible file for review during program monitoring.

This survey instrument is separated into three sections. All Grantees are required to complete Part I and Ill. Grantees that employ 15 or more full time employees are required to complete Part I, Part II, and Part Ill. **All Grantees** are required to complete the relevant portions of this survey and maintain this information in on file for public review and on-site monitoring by City of Boulder, Division of Housing Compliance staff.

Grantee Name: _____

Name/Title of Contact: _____

Phone Number: _____ **Email**: _____

Project Name: _____

Project Address: _____

Brief description of program including purpose, scope, activities and participants (include target populations if applicable i.e. youth, seniors, homeless, etc.):

_____

_____

_____

_____

_____

How many full time employees does your organization have? _____

When answering the following questions, check whatever statements apply to your agency and list any additional steps taken under "Other." The statements listed are some of the most common actions or procedures taken by agencies and are only listed in order to simplify the evaluation process.

Part I (to be completed by all grantees)

A. Notification/Communication

1. What Steps have been taken to make certain that all beneficiaries and employees are aware of their rights under Section 504?

   ☐ Policy Statement regarding Equal Employment Opportunity is posted in a prominent place for public notice

   ☐ It is our policy to discuss information concerning Section 504 during all employment interviews and to answer questions concerning applicant and employee rights

   ☐ An EEO/Affirmative Action Specialist is available to offer consultation to applicants for employment

   ☐ Public notices about meetings

   ☐Other (Explain): _____

Describe any policy that needs to be established as a result of this review: _____

2. How does your organization ensure that communication with disabled applicants, participants, and members of the public are as effective as communications with non-disabled individuals?

   a. For any written materials produced on a program or service, indicate whether the following alternative formats are provided:
      ☐ Audio tape
      ☐ Braille
      ☐ Reader
      ☐ Aide
      ☐ Mailed to home
      ☐ Large print format
      ☐ Interpreter
      ☐ Other assistance: _____

   b. How would a disabled person learn about these auxiliary aids and services, and how could they request such assistance from you?
      _____
      _____
      _____

c. How will you ensure that meetings, hearings, and conferences are accessible for individuals with communication disabilities?

_____

_____

_____

d. Do you currently offer TDD (telecommunication device for the disabled) access within your communications system? ☐Yes ☐ No

e. Is 911 or E-911 emergency service offered within your jurisdiction? If so, is there a TDD connected to your system? ☐Yes ☐ No

f. Do you have a toll-free phone number to access services and programs? If so, is it usable by persons with hearing impairments? ☐Yes ☐ No

g. Do you have any public telephones located within your facilities? If so, is at least one phone hearing aid compatible? ☐Yes ☐ No

h. If you determine that equally effective communication cannot be provided, please state why the service, program, or activity would be fundamentally altered or result in undue financial and administrative burdens.

_____

_____

_____

Describe alternative actions that will be taken to provide the benefits or services to the maximum extent possible: _____

_____

_____

3. Are procedures in place to ensure that appropriate initial and continuing steps to notify participants, beneficiaries, applicants, etc. that you do not discriminate on the basis of disability are taken? If yes, check which actions apply:

☐ Public notice issued which contains a non-discrimination on the basis of disability statement.

☐ Agency letterhead has TTD# listed

☐ Agency business cards, have TDD # listed

☐ Policy statement regarding non-discrimination on the basis of disability is posted in conspicuous places.

☐ Other (Explain): _____

A. Policies and Procedures

1. In the area of employment, can you ensure that no discrimination based on disability exists in your agency in the area of:

   Recruitment/advertising and the application process for employment? ☐Yes ☐ No

   Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring? ☐Yes ☐ No

   Rates of pay or any other form of compensation and changes in compensation? ☐Yes ☐ No

   Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists? ☐Yes ☐ No

   Leaves of absence, sick leave or any other leave? ☐Yes ☐ No

   Selection of financial support for training, including apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training? ☐Yes ☐ No

   Employer-sponsored activities, including social and recreational programs? ☐Yes ☐ No

   Any other term, condition, or privilege of employment? ☐Yes ☐ No

2. What policies, procedures, or modifications have been taken to ensure that no qualified disabled person is denied the opportunity to participate in or benefit from services because of his/her disability and all qualified disabled persons are afforded opportunities to participate in or benefit from services provided to non-disabled persons:

   ☐ There is a policy in place to assure that appropriate assistance can be made available upon request.
   ☐ Application procedures have been developed for disabled individuals requiring special accommodations
   ☐ Physical accommodations have been made to accommodate disabled persons (water fountains, elevator buttons, pay phones, bathrooms, etc.)
   ☐ Other (Explain): _____

   Are these policies written? ☐Yes ☐ No

   If no, what actions are taken to ensure that they are maintained? _____

   _____

   _____

3. Identify any program qualifications, eligibility, admission requirements, or licensing standards that an individual must meet that might negatively affect individuals with disabilities. For each item answered that appears to have a negative effect, describe action(s) planned to reduce or eliminate the disparate impact.

    a. Do you currently provide a qualified disabled individual the opportunity to participate in, or benefit from, the aid, benefit, or service you provide? Examples might include accessibility to the spectator seating area at the city's baseball field, or the rodeo arena at the county fairgrounds. ☐Yes ☐ No

    b. Do you provide opportunities for participate in or benefit to the disabled, equal to opportunities afforded the population at large? ☐Yes ☐ No

    c. Do you avoid providing different or separate aids, benefits, or services to a qualified individual with a disability unless proven necessary to make them as effective as the aids, benefits, or services provided to others? ☐Yes ☐ No

    d. Do you allow qualified disabled individuals a full opportunity to participate in all local policy planning or advisory boards? This includes providing reasonable accommodations in the scheduling of time and/or location of meetings, use of auxiliary aids including guide dogs, etc. ☐Yes ☐ No

4. Describe procedures established to ensure that no disabled person will be discriminated against as a result of methods of administration or through direct or contractual arrangements with your agency.

    ☐ All contractors and subcontractors are made aware of Section 504 requirements and appropriate training is offered.
    ☐ Language is included in agency contracts that ensures that contractors take steps to facilitate the participation of qualified individuals with disabilities in activity they operate on behalf of the agency.
    ☐ monitoring, contractor's/subcontractor's policies are reviewed for compliance with 504requirements.
    ☐ Other (Explain): _____

B. Program Accessibility

NOTE: One of the most effective approaches to examining service and program accessibility is to conduct a "client path analysis." This analysis is simply a walk-through of the process needed for a citizen to participate in a service you provide. There are generally two aspects to the analysis: (a) analysis of the physical path traveled, and (b) analysis of the administrative requirements of the service delivery, (i.e. eligibility criteria, application procedures).

1. Are all qualified disabled persons given the opportunity to participate in or benefit from services or activities that your organization offers? ☐Yes ☐ No

2. Check all actions which apply to your organizations policies on program accessibility:

   ☐ Employment practices
   ☐ Common areas (bathrooms, hallways, doors, meeting rooms, etc.) are accessible
   ☐ Telecommunication Device for the Deaf (TDD) is available and advertised
   ☐ All materials relating to agency and services it provides can be made available in other formats (i.e. Braille, audiotapes, etc.) upon request and public is aware that this service is available.
   ☐ Public meetings are held in areas that are accessible.
   ☐ Other (Explain): _____

3. Are any structural changes needed to make programs accessible? ☐Yes ☐ No
   If yes, describe: _____
   _____
   _____

Describe alternatives to structural changes that have been used or considered (e.g. rescheduling or relocating activities, redesigning of equipment) in order to achieve program accessibility. _____
_____
_____

4. If the agency undertakes acquisition, rehabilitation, or construction of facilities with federal funds, is there a policy in place that ensures that such facilities will be accessible for persons with disabilities? (Carried out in accordance with the Uniform Federal Accessibility Standards (UFAS)): ☐Yes ☐ No

5. Describe any other policies, practices, or methods your agency has developed to include disabled persons in its programs and activities: _____
   _____
   _____

C. Emergency Evacuation

1. Describe how your agency notifies employees and members of the public of an emergency.

2. Are adequate policies/methods in place to ensure that individuals with disabilities can be accommodated in the event of an emergency? ☐Yes ☐ No
   Please describe your policies, methods. _____

Part II (to be completed by grantees with 15 or more employees)

1. Do you have a written policy regarding non-discrimination on the basis of disability that is in compliance with HUD requirements? ☐Yes ☐ No

   If you answered No to this question, please use the sample policy provided in the Community Development Project Compliance Manual.

2. Does your Notice of Nondiscrimination include the following?

   a. Contact information for your 504/ADA coordinator ☐Yes ☐ No
   b. How to request auxiliary aids or other services ☐Yes ☐ No D Yes D No
   c. That alternative formats are available ☐Yes ☐ No
   d. That a complaint grievance procedure has been adopted ☐Yes ☐ No

3. Do you have a grievance procedure? ☐Yes ☐ No

   If you answered No, then you must adopt one for compliance with Section 504. If you answered Yes, does it include the following?

   ☐ A statement allowing an individual to submit a grievance in alternative formats
   ☐ A time limit for filing a grievance
   ☐ Information on how to also file a complaint through appropriate local, State or Federal agencies

4. Who in your agency has been designated to coordinate grievance procedures? _____

5. Who is responsible for coordinating the agency's Section 504 responsibilities? _____

Part III (to be completed by all grantees)

What steps have been taken to consult with interested persons, including disabled persons or organizations representing disabled persons, in achieving compliance with Section 504?

☐ Disabled staff within agency consulted
Name of person consulted and date of consultation: _____

☐ Disabled program participants or beneficiaries consulted
Name of person consulted and date of consultation: _____

☐ Organization(s) representing disabled persons consulted
Name of organization and date of consultation: _____

Describe any alterations that need to be made within facilities or program design as a result of consultation: _____

_____

_____

To the best of my knowledge and belief, the statements made in this self-evaluation are true and correct and this document has been reviewed and authorized by the board of the agency I represent.

_____

Printed Name and Title, Authorized Official

_____ _____

Signature, Authorized Official Date

Section 504 Compliance Schedule

Grantee Name: _____

Project Number(s): _____

Person Preparing this Form: _____

Phone Number: _____

Designated 504 Contact Person(s): _____

Phone Number: _____

A. For each milestone in the compliance process below, indicate the date the action is expected to be completed.

		Completion Date (M/Y)
1.	Identify advocacy groups, persons, agencies which will assist in the self-evaluation	_____
2.	Preparation of a self-evaluation plan	_____
	Establishment of effective communication methods and procedures	_____
	Establishment of nondiscriminatory employment practices	_____
3.	Development of transition plan and reasonable accommodation needed	_____
4.	Adoption of Self Evaluation and Transition Plan by Local Government	_____
	(Attach copy of Resolution if plans have previously been adopted)	
5.	Implementation of Transition Plan Complete	_____

B. In addition to the above milestones, recipients with 15 or more employees must also complete the following actions:

1. Publication of Notice of Nondiscrimination (Notice must be published at least once during the grant period)
2. Designation of a Section 504 contact person
3. Development and adoption of a grievance procedure for Section 504

C. Certification

I, _____ *hereby certify that the dates above represent a true*
Type Name and Title of Authorized Official
accurate indication of when the Section 504 compliance steps outlined above, have been/will be completed by _____
Name of Authorized Official

_____ _____
Signature of Chief Elected Official Date

City Staff Only	Approved	Disapproved	Date
Compliance Specialist			

EXHIBIT 7-C
Ways to Affirmatively Further Fair Housing (AFFH)

Examples of AFFH Actions

The focus of the actions listed below, and any others that a community may design and undertake, is public education

Adopt a fair housing resolution or proclamation.
This is normally done during April, which is national Fair Housing Month. When adopted at an open meeting, it publicizes the community's commitment to fair housing.
Because a resolution is not legally binding, each community must reaffirm its position on this issue by adopting a new resolution or proclamation each year.

Display a Fair Housing poster in a public area of the community's administration building/office

Distribute the fair housing brochure.
Distribution could include making it available in the town hall, public library, post office, Chamber of Commerce and real estate offices; mailing copies annually along with utility bills; annually printing a copy in the local paper or advertising its existence in the newspaper.

Encourage the media to promote fair housing awareness with public service announcements (PSAs) and news releases.
Many local newspapers and radio stations are anxious for news to meet PSA requirements.

Sponsor a fair housing poster, essay or poetry contest in the local schools.
This is an excellent way to focus attention on the importance of fair housing. Prizes could be awarded at a school assembly, general community function, or at the council/board meeting at which the Fair Housing Proclamation/Resolution is adopted. The winning entries could become the community's fair housing poster(s), and excerpts might be used in brochures, press releases, Public Service Announcements (PSAs) and other media.

Publicize the State's procedures regarding discrimination complaints and assist persons to file such.
The grantee can inform the public about the role of the Attorney General's office in fair housing complaints. This information can be conveyed through a brochure, media focus on community involvement with fair housing, or through posters and other information displayed in prominent places.

Review local zoning laws and building codes and procedures to determine if such contribute to or detract from fair housing choices.

Conduct a community wide public opinion survey to assess public attitude about fair housing and housing discrimination. Determine if there is an understanding of the terms, a perception that discrimination exists, and approval for local actions to remove any impediments. This would be an excellent project for a high school class.

Conduct a survey to assess the community's housing needs and possible discriminatory housing practices.
The results of the survey may be used to determine additional actions necessary to eliminate any discrimination practices.

Ways to Affirmatively Further Fair Housing (AFFH)

Hold annual or a series of public meetings or forums on fair housing to discuss any problems residents may have had in obtaining housing appropriate to their needs.
Speakers could include representatives from the Attorney General's Office, the Real Estate Department, and various statewide non-profit organizations that provide technical assistance on fair housing issues.

Encourage school and civic organizations to invite speakers to talk about fair housing.
Provide schools and organizations with a list of appropriate speakers to include those from: the Attorney General's office, the Department of Real Estate, the Colorado Association of Realtors, or residents of the community who have experienced housing discrimination or have worked in other communities to AFFH.

Conduct an Analysis of Impediments to Fair Housing study.

EXHIBIT 8-A

LABOR STANDARDS CHECKLIST

Davis-Bacon applicability for contracts over $2,000

Project Name: _____

Project Number: _____Contract Dollar Amount _____

(__) Prepare bid/contract documents - Date: _____

(__) Obtain Davis-Bacon Wage Rate from the Compliance & Project Manager - Date: _____

(__) Federal Labor Standard Provisions

HUD-4010 _____(Contracts over $2,000)

Section 3 _____(All Contracts)

(__) Implement Section 3 efforts - Section 3 Clause in Bid / Construction Contract.

(__) Wage determination automatically locked-in at bid opening

(__) If there is a modification notify all bidders of change – Date: _____

(__) Sign contract within 90 days of bid opening. If not, contact the Compliance & Project Manager for a new wage decision.

Date contract was signed: _____

(__) For additional wage rates submit EXHIBIT VIII-E of the CDBG Guidebook.

Date submitted: _____ Date received: _____

Date posted on job site: _____

(__) Verify contractor eligibility with DOLA (print result for project file)

(__) Debarred (__) Not Debarred Date:_____

(__) Pre Con <u>or</u> contractor training – Date:_____

Handouts: (__) Wage Decision

(__) Applicable Federal Labor Standards Provisions

(__) Contractor Guide Book

(__) _____

(__) Employees Rights under the Davis-Bacon Act /EEO poster

Date posted on job site: _____

(__) Conduct on-site interviews using EXHIBIT VIII-E, (10% of each Classification).

Date: _____ Date: _____

Date: _____ Date: _____

Date: _____ Date: _____

(__) Conduct payroll review, comparing payrolls to Employee Interviews, identify deficiencies

Follow-up required: _____

(__) Send Questionnaires if warranted

Follow-up required: _____

(__) Wage Compliance completed and send to the Compliance & Project Manager – Date: _____

(__) Lien Wavier completed and send to the Compliance & Project Manager – Date: _____

(__) Final Payment Notice completed and send to the Compliance & Project Manager – Date: _____

EXHIBIT 8-B

DAVIS-BACON EXCEPTION CHECKLIST

(For Davis Bacon Exempt Projects)

CDBG/HOME Project # _____

The Grantee _____(Name)_____ affirms that (part/all) of its CDBG/HOME project is excepted from Davis-Bacon Prevailing Wage Rate Provision because:

____ (a) The prime construction contract funded in whole or in part with CDBG/HOME funds is less than $2,000.

____ (b) The entire project consists solely of demolition. (CDBG Only)

____ (c) CDBG funds will be used for rehabilitating property that was designed for fewer than eight families. Any employees hired through a force account for a CDBG funded project will be considered Section 3 employees.

___ (d) HOME funds will be used for construction or rehabilitating property that was designed for fewer than twelve HOME designated units. Grantee should confirm with their state monitor regarding this option. Clarification is necessary because some housing type projects will qualify as PUBLIC facilities and not as HOUSING REHAB.

____ (e) Part/all of the project consists solely of delivery of goods or services. (No construction contract.) This option does NOT apply to projects that include construction, even if CDBG funds are only used to purchase and/or deliver supplies. Grantee should always confirm with their state monitor regarding this option.

____ (f) Part/all of the project will be done through a force account. Any employees hired through a force account for a CDBG funded project will be considered Section 3 employees.

____ (g) There are no federal monies in the construction contract.

____ (h) All or a portion of the CDBG/HOME funds shall be used for the purchase of equipment:

___ 1) installation of equipment is less than 13% of the total cost (equipment PLUS installation - this requires a separate quote for equipment and the installation;

___ 2) NO installation costs are included in the purchase of equipment.

____ (i) Proceeds of the CDBG/HOME loan shall be used for working capital ONLY.

___ (j) The CDBG funds are used for acquisition ONLY and there is no construction.

_____

Signature of Elected Official or Responsible Administrator if given Signatory Authority. Date

Exhibit 8-C

General Decision Number: CO150003 05/08/2015 CO3

Superseded General Decision Number: CO20140003

State: Colorado

Construction Type: Building

Counties: Boulder and Broomfield Counties in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/20/2015
3	05/08/2015

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	$ 28.83	13.18

BRCO0007-001 01/01/2014

	Rates	Fringes
BRICKLAYER	$ 24.03	8.63

BRCO0007-005 05/01/2014

	Rates	Fringes
TILE SETTER	$ 27.15	7.88

CARP9901-003 05/01/2013

	Rates	Fringes

Carpenters:
Form Building/Setting.....$ 25.00 5.39

ELEC0068-004 06/01/2014

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms and Communications Systems).....	$ 32.65	12.70

ELEV0025-002 01/01/2015

	Rates	Fringes
Elevator Constructor.....	$ 40.68	28.385+a+b

FOOTNOTE:
a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
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.

ENGI0009-003 10/23/2013

	Rates	Fringes
Power equipment operator - crane		
141 tons and over.....	$ 25.97	9.15
50 tons and under.....	$ 24.88	9.15
51 to 90 tons.....	$ 25.04	9.15
91 to 140 tons.....	$ 25.19	9.15

IRON0024-001 11/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	$ 24.80	10.14

LABO0720-002 05/01/2014

	Rates	Fringes
LABORER		
Brick Tender/Finisher.....	$ 16.42	6.38

PAIN0079-001 03/01/2015

	Rates	Fringes
Painters:.....	$ 19.45	6.91

PAIN0930-001 07/01/2014

	Rates	Fringes
GLAZIER	$ 29.67	7.52

PLAS0577-001 05/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 24.00	10.23

PLUM0003-008 07/01/2014

	Rates	Fringes
PLUMBER (Including HVAC work)	$ 31.93	12.34

PLUM0208-007 07/01/2013

	Rates	Fringes
PIPEFITTER (Excluding HVAC work)	$ 33.35	12.27

* ROOF0058-001 05/01/2015

	Rates	Fringes
ROOFER	$ 23.09	6.81

SHEE0009-001 07/01/2014

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems)	$ 32.47	13.98

SUCO2001-014 12/20/2001

	Rates	Fringes
CARPENTER		
All Other Work	$ 17.67	3.66
LABORER		
Common	$ 11.02	2.90

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

==========

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: CO150012 06/05/2015 CO12

Superseded General Decision Number: CO20140012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/27/2015
2	06/05/2015

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	$ 28.83	13.18

BRCO0007-004 01/01/2014

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 24.03	8.63

BRCO0007-006 05/01/2014

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes

BRICKLAYER.....$ 24.22 8.62

ELEC0012-004 09/01/2014

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over $1,000,000	$ 27.30	10.80+3%
Electrical contract under $1,000,000	$ 24.75	11.84

ELEC0068-001 06/01/2014

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 32.65	12.70

ELEC0111-001 09/01/2014

	Rates	Fringes
Line Construction:		
Cable Splicer	$ 28.65	13.75%+4.75
Equipment Operator-Underground	$ 25.05	9.20
Groundman	$ 18.20	9.12
Line Equipment Operator	$ 28.47	11.30
Lineman and Welder	$ 40.81	15.14

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* ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 30.00	14.95

ELEC0969-002 12/01/2014

MESA COUNTY

	Rates	Fringes
ELECTRICIAN	$ 24.00	7.32

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish	$ 25.04	9.15
Blade: Rough	$ 24.73	9.15
Bulldozer	$ 24.73	9.15

Cranes: 50 tons and under..	$ 24.88	9.15
Cranes: 51 to 90 tons.....	$ 25.04	9.15
Cranes: 91 to 140 tons.....	$ 25.19	9.15
Cranes: 141 tons and over...	$ 25.97	9.15
Forklift.....	$ 24.37	9.15
Mechanic.....	$ 24.88	9.15
Oiler.....	$ 24.01	9.15
Scraper: Single bowl under 40 cubic yards.....	$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	$ 25.04	9.15
Trackhoe.....	$ 24.88	9.15

IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers: Structural.....	$ 24.80	18.77

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	$ 18.68	6.78

PLUM0003-005 07/01/2014

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	$ 35.18	12.34

PLUM0058-002 07/01/2013

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	$ 32.55	13.65

PLUM0058-008 07/01/2013

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	$ 32.55	13.65

PLUM0145-002 07/01/2013

MESA COUNTY

	Rates	Fringes

Plumbers and Pipefitters.....$ 32.67 11.55

PLUM0208-004 07/01/2013

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER	$ 33.35	12.27

SHEE0009-002 07/01/2014

	Rates	Fringes
Sheet metal worker	$ 32.47	13.98

TEAM0455-002 07/01/2013

	Rates	Fringes
Truck drivers:		
Pickup	$ 18.41	3.87
Tandem/Semi and Water	$ 19.04	3.87

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER	$ 17.60	
Carpenters:		
Form Building and Setting	$ 16.97	2.74
All Other Work	$ 15.14	3.37
Cement Mason/Concrete Finisher	$ 17.31	2.85
IRONWORKER, REINFORCING	$ 18.83	3.90
Laborers:		
Common	$ 11.22	2.92
Flagger	$ 8.91	3.80
Landscape	$ 12.56	3.21
Painters:		
Brush, Roller & Spray	$ 15.81	3.26
Power equipment operators:		
Backhoe	$ 16.36	2.48
Front End Loader	$ 17.24	3.23
Skid Loader	$ 15.37	4.41

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

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Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: CO150017 01/02/2015 CO17

Superseded General Decision Number: CO20140017

State: Colorado

Construction Type: Highway

County: Boulder County in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* ENGI0009-011 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)- Drill Rig Caisson (smaller than Watson 2500 and similar)	$ 24.73	9.15
(4)-Scraper (single bowl, under 40 cu. yd), Crane (50 tons and under)	$ 24.88	9.15
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),	$ 25.04	9.15
(6)-Crane (91-140 tons)	$ 25.19	9.15

SUCO2011-002 09/15/2011

	Rates	Fringes
CARPENTER		
Excludes Form Work	$ 16.61	3.88
Form Work Only	$ 17.06	3.90
CEMENT MASON/CONCRETE FINISHER	$ 17.39	3.00
ELECTRICIAN	$ 33.39	7.64
FENCE ERECTOR	$ 15.96	3.46

GUARDRAIL INSTALLER	$ 16.21	3.63
HIGHWAY/PARKING LOT STRIPING:Painter	$ 12.62	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation)	$ 16.69	5.45
IRONWORKER, STRUCTURAL (Excludes Guardrail Installation)	$ 18.22	6.01
LABORER		
Asphalt Raker	$ 16.29	4.25
Asphalt Shoveler	$ 21.21	4.25
Asphalt Spreader	$ 18.58	4.65
Common or General	$ 16.29	4.25
Concrete Saw (Hand Held)	$ 16.29	6.14
Landscape and Irrigation	$ 12.26	3.16
Mason Tender-Cement/Concrete	$ 16.29	4.25
Pipelayer	$ 16.74	1.89
Traffic Control (Flagger)	$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Installs Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	$ 12.43	3.22
PAINTER (Spray Only)	$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown	$ 22.67	8.25
Asphalt Paver	$ 24.19	6.58
Asphalt Roller	$ 23.01	9.22
Asphalt Spreader	$ 22.67	8.72
Backhoe/Trackhoe	$ 21.70	5.51
Bobcat/Skid Loader	$ 15.37	4.28
Boom	$ 22.67	8.72
Broom/Sweeper	$ 22.83	8.72
Bulldozer	$ 26.90	5.59
Drill	$ 21.42	2.88
Forklift	$ 15.91	4.27
Grader/Blade	$ 22.67	8.72
Guardrail/Post Driver	$ 16.54	4.10
Loader (Front End)	$ 22.67	8.72
Mechanic	$ 22.97	8.72
Oiler	$ 22.77	9.22
Roller/Compactor (Dirt and Grade Compaction)	$ 22.32	8.72
Rotomill	$ 16.22	4.41
Screed	$ 22.67	8.72
Tractor	$ 13.13	2.95
TRAFFIC SIGNALIZATION:		
Groundsman	$ 18.52	3.59
TRUCK DRIVER		
Distributor	$ 21.69	5.27

Dump Truck	$ 16.41	5.27
Lowboy Truck	$ 17.25	5.27
Multi-Purpose Specialty & Hoisting Truck	$ 16.41	4.97
Pickup and Pilot Car	$ 13.93	3.68
Semi/Trailer Truck	$ 18.39	4.13
Truck Mounted Attenuator	$ 12.43	3.22
Water Truck	$ 20.64	5.27

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

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

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END OF GENERAL DECISION

General Decision Number: CO150014 06/05/2015 CO14

Superseded General Decision Number: CO20140014

State: Colorado

Construction Type: Residential

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/27/2015
2	06/05/2015

BRCO0007-007 01/01/2014

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 22.39	7.02

ELEC0012-007 09/01/2014

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communications Systems)		
Electrical contract over $1,000,000	$ 27.30	10.80+3%
Electrical contract under $1,000,000	$ 24.75	11.84

ELEC0068-014 06/01/2014

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems)	$ 24.59	8.41

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* ELEC0113-007 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems)	$ 22.50	12.86

ELEC0969-007 12/01/2014

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems)	$ 24.00	7.32

ENGI0009-007 10/23/2013

	Rates	Fringes
Power equipment operators:		
Bulldozer	$ 24.73	9.15
Motor Grader: Blade-finish	$ 25.04	9.15
Motor Grader: Blade-rough	$ 24.73	9.15
Roller: Self-propelled all types over 5 tons	$ 24.73	9.15
Roller: Self-propelled rubber tires under 5 tons	$ 24.37	9.15
Scraper: Single bowl including pups 40 cubic yards and tandem bowls and over		
Single bowl including pups 40 cubic yards and tandem bowls and over	$ 25.04	9.15
Scraper: Single bowl under		

40 cubic yards.....$ 24.88 9.15
Water Wagon.....$ 24.73 9.15

IRON0024-001 11/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 24.80	10.14

PAIN0930-001 07/01/2014

	Rates	Fringes
GLAZIER	$ 29.67	7.52

PLUM0003-002 01/01/2014

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER (Including HVAC Pipe)	$ 23.24	4.75

PLUM0058-011 07/01/2013

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Plumbers include HVAC pipe) (Pipefitters exclude HVAC pipe)	$ 28.55	13.15

Zone 1 - 40 miles and over: $19.85 per hour + $32.00 per day per diem will be paid on projects over 40 miles (Zone 1) measured in practical driving miles by the shortest route, beginning at 5th and Main Streets in Pueblo, Colorado, when the employee stays overnight or drives their own vehicle.

Hazardous Pay: Add $2.20 per hour to $19.85 base rate. Hazardous pay applies to projects at chemical plants, steel mills, cement plants, power generator plants, process piping at manufacturing plants, food processing plants,and all projects which may present a health hazard or serious personal injury.

PLUM0145-005 08/01/2013

MESA COUNTY

	Rates	Fringes
PLUMBER (Plumbers include HVAC		

pipe) & PIPEFITTERS
(exclude HVAC pipe).....$ 24.58 10.97

PLUM0208-002 07/01/2013

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER		
(Excluding HVAC pipe).....	$ 33.35	12.27

SHEE0009-003 07/01/2014

	Rates	Fringes
Sheet metal worker		
HVAC Duct and Installation of HVAC Systems.....	$ 32.47	13.98

SUCO2001-002 12/20/2001

	Rates	Fringes
CARPENTER		
(Excluding drywall hanging/framing, metal stud work and form building/setting).....	$ 16.36	1.38
Cement Mason/Concrete Finisher...	$ 16.80	
Drywall Finisher/Taper.....	$ 13.00	
Drywall Hanger/Framer		
(Including metal stud work).	$ 17.13	2.63
Formbuilder/Formsetter.....	$ 12.78	1.98
Laborers:		
Brick Finishers/Tenders.....	$ 11.25	
Common.....	$ 8.86	
Concrete/Mason Tenders.....	$ 10.00	
PAINTER		
(Excludes drywall finishing and taping):		
Brush, Roller and Spray.....	$ 13.62	3.39
Power equipment operators:		
Backhoe.....	$ 12.98	3.31
Front End Loader.....	$ 16.50	
ROOFER.....	$ 14.73	
Sheet Metal Worker		
All Other Work.....	$ 17.30	4.05
SPRINKLER FITTER.....	$ 18.47	3.74

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator

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

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

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

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

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

==========

END OF GENERAL DECISION

EXHIBIT 8-D

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE	HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 01/31/2010)

1. FROM (*name and address of requesting agency*)	**2. PROJECT NAME AND NUMBER**
	3. LOCATION OF PROJECT (City, County and State)
4. BRIEF DESCRIPTION OF PROJECT	**5. CHARACTER OF CONSTRUCTION** ☐ **Building** ☐ **Residential** ☐ **Heavy** ☐ **Other (specify)** ☐ **Highway**
6. WAGE DECISION NO. (include modification number, if any) ☐ **COPY ATTACHED**	**7. WAGE DECISION EFFECTIVE DATE**

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)	**10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE** (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

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

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative *(Typed name and signature)*	*Date* *Phone Number*	**FOR HUD USE ONLY** **LR2000:** **Log in:** **Log out:**

EXHIBIT 8-D

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Report of Additional Classification and Wage Rate
Office of Labor Relations

U.S. Department of Housing and Urban Development
OMB Approval No. 2501-0011
(Exp. 09/30/2006)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions
General:
Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the DOLA CDBG Program Coordinator with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.

2. Enter the name and number of the project or contract involved.

3. Enter the location of the project involved: city, county and state.

4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, New construction: 3 – 4-story buildings; 120 units.

5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.

6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.

7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)

8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.

9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.
HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.
If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.
If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, *and* a cover letter explaining how the employer's request failed to meet one or more of the criteria.
Submission of Report
Completed forms shall be sent to: Branch of Construction

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

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

_____ from the full
(Contractor or Subcontractor)

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

_____

_____

_____

_____

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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

EXHIBIT 8-F

(Please copy the following onto your Letterhead Stationery)

Signatory Authority and Delegation of Signatory Authority

_____ has attached:
Name of Entity

☐ Board Resolution ☐ Bylaws ☐ Policy: _____

☐ Other: _____ to document:

A.) the delegating of **limited** signatory authority to _____,
Name

_____,
Title

an employee or agent of

_____,

for the purpose of authorizing and signing:

- ☐ Payment Requests
- ☐ Quarterly Financial Status Reports
- ☐ Quarterly Project Performance Reports
- ☐ Monitoring Documents
- ☐ Certified Payroll
- ☐ Other _____

Signature of Authorized Individual

_____ Date_____

The above authorization will commence on the date of this statement, as attested to below, and will apply for the duration of the following Contract/s:

Project/s Name/s and Contract Number/s:

_____

OR

B.) the delegating of **unlimited** signatory authority to

_____, _____,
Name *Title*

an employee or agent of_____.

EXHIBIT 8-F

The above authorization will commence on the date of this statement, as attested to below.

Signature of Authorized Individual _____ Date _____

Attested to by:

_____ _____

Signature Title

_____

Date of Commencement

Exhibit 8-G

PROJECT WAGE RATE SHEET	U.S. Department of Housing and Urban Development Office of Labor Relations
Project Name:	**Wage Decision Number/Modification Number:**
Project Number:	**Project Address:**

Work Classification	**Basic Hourly Rate (BHR)**	**Fringe Benefits**	**Total Hourly Wage Rate**

Additional Classifications (HUD Form 4230-A)

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

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

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

January 2012
Previous versions obsolete

INTRODUCTION

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

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

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

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

Visit the Office of Labor Relations on-line:

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

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

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

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

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

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

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

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

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

c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

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

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

1-3 CONSTRUCTION CONTRACT PROVISIONS

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

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

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

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

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

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

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

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

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

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

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

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

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

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

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

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

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

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

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

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

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

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

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

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

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

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

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

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

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

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

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

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

2-3 CERTIFIED PAYROLL REPORTS.

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

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

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

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

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

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

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

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

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

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

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

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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

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

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

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

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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

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

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

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

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

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

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

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

   1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

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

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

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

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

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

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

1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

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

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

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

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

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

h. **Net pay.** Show the net amount of wages paid.

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

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

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

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

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

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

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

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

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

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

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

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

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

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

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

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

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

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

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

   1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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

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

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

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

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

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

3-4 DEPOSITS AND ESCROWS.

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

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

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

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

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

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

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

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

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

3-5 ADMINISTRATIVE SANCTIONS.

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

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

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

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

ACRONYMS AND SYMBOLS

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

DAVIS-BACON - RELATED WEB SITES*

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

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

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

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

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

Davis-Bacon Wage Decisions:
www.wdol.gov

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

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

Project Wage Rate Sheet		U.S. Department of Housing and Urban Development Office of Labor Relations				
Project Name:			**Wage Decision Number/Modification Number:**			
Project Number:			**Project County:**			
Work Classification	**Basic Hourly Rate (BHR)**	**Fringe Benefits**	**Total Hourly Wage Rate**	**Laborers Fringe Benefits**		**$**
Bricklayers			$	**Group #**	**BHR**	**Total Wage**
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	**Operators Fringe Benefits:**		$
Plumbers			$	**Group #**	**BHR**	**Total Wage**
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Workers			$			$
Tapers			$			$
Tile Setters			$	**Truck Drivers Fringe Benefits:**		$
Other Classifications				**Group #**	**BHR**	**Total Wage**
			$			
			$			
			$			
Additional Classifications (HUD Form 4230-A)						
Work Classification	**Basic Hourly Rate (BHR)**	**Fringe Benefits**	**Total Hourly Wage Rate**	**Date of HUD Submission to DOL**		**Date of DOL Approval**
			$			
			$			
			$			

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

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

_____ from the full
(Contractor or Subcontractor)

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

_____

_____

_____

_____

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING
OPPORTUNITY

Exhibit 8-H.1

Equal Employment Opportunity is THE LAW

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

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

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

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

DISABILITY

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

AGE

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

SEX (WAGES)

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

GENETICS

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

RETALIATION

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

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

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

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

Employers Holding Federal Contracts or Subcontracts

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

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

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

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

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

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

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

Programs or Activities Receiving Federal Financial Assistance

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

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

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

Exhibit 8-H.2

EQUAL HOUSING OPPORTUNITY

We Do Business in Accordance With the Federal Fair Housing Law

(The Fair Housing Amendments Act of 1988)

It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services
- In the appraisal of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410

U. S. Department of Housing and Urban Development
Departamento de la Vivienda y el Desarrollo Urbano de los EE.UU.

EQUAL HOUSING OPPORTUNITY
IGUALDAD DE OPORTUNIDADES EN LA VIVIENDA

Nuestras prácticas de negocios cumplen la ley federal de equidad en la vivienda

(Enmienda a la ley de Equidad en la vivienda de 1988)

Es ilegal discriminar contra ninguna persona a causa de su raza, color, religión, sexo, discapacidad, situación familiar u origen nacional

- En la venta o el alquiler de viviendas o lotes residenciales
- En la publicidad relacionada con la venta o el alquiler de viviendas
- En la financiación de la vivienda
- En la provisión de servicios de corredores de bienes raíces
- En la tasación de viviendas
- Las tácticas de intimidación (Blockbusting) también son ilegales

Cualquier persona que crea que ha sido discriminada puede presentar una reclamación de discriminación en la vivienda:
1-800-669-9777 (Línea gratuita)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

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

For additional information:

1-866-4-USWAGE

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

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

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

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

SALARIOS PREVALECIENTES

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

SOBRETIEMPO

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

CUMPLIMIENTO

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

APRENDICES

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

PAGO APROPIADO

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

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

Para obtener información adicional:

1-866-4-USWAGE

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

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

Exhibit 8-H.4

Job Safety and Health

It's the law!

OSHA®
Occupational Safety and Health Administration
U.S. Department of Labor

EMPLOYEES:

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

EMPLOYERS:

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

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

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

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

OSHA 3165-02 2012R

Seguridad y Salud en el Trabajo

¡Es la Ley!

OSHA®

Administración de Seguridad y Salud Ocupacional

Departamento de Trabajo de los EE. UU.

EMPLEADOS:

- Usted tiene el derecho de notificar a su empleador o a la OSHA sobre peligros en el lugar de trabajo. Usted también puede pedir que la OSHA no revele su nombre.
- Usted tiene el derecho de pedir a la OSHA que realize una inspección si usted piensa que en su trabajo existen condiciones peligrosas o poco saludables. Usted o su representante pueden participar en esa inspección.
- Usted tiene 30 días para presentar una queja ante la OSHA si su empleador llega a tomar represalias o discriminar en su contra por haber denunciado la condición de seguridad o salud o por ejercer los derechos consagrados bajo la Ley OSH.
- Usted tiene el derecho de ver las citaciones enviadas por la OSHA a su empleador. Su empleador debe colocar las citaciones en el lugar donde se encontraron las supuestas infracciones o cerca del mismo.
- Su empleador debe corregir los peligros en el lugar de trabajo para la fecha indicada en la citación y debe certificar que dichos peligros se hayan reducido o desaparecido.
- Usted tiene derecho de recibir copias de su historial o registro médico y el registro de su exposición a sustancias o condiciones tóxicas o dañinas.
- Su empleador debe colocar este aviso en su lugar de trabajo.
- Usted debe cumplir con todas las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH que sean aplicables a sus propias acciones y conducta en el trabajo.

EMPLEADORES:

- Usted debe proporcionar a sus empleados un lugar de empleo libre de peligros conocidos.
- Usted debe cumplir con las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH.

Los empleadores pueden obtener ayuda gratis para identificar y corregir las fuentes de peligro y para cumplir con las normas, sin citación ni multa, por medio de programas de consulta respaldados por la OSHA en cada estado del país.

1-800-321-OSHA (6742)

www.osha.gov

OSHA 3167-01-07R

Exhibit 8-I

Record of Employee Interview

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

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

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

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

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

6. Your duties

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

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

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Previous editions are obsolete **Form HUD-11 (08/2004)**

Historial de Entrevista del Empleado

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

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

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

1a. Nombre del proyecto	2a. Nombre del empleado
1b. Número del proyecto	2b. Número de teléfono del empleado (incluso prefijo local)
1c. Contratista o subcontratista (Patrón)	2c. Dirección residencial del empleado y código postal
	2d. ¿Verificación de identificación? Sí ☐ No ☐

3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su ultimo día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	4c. ¿Talonario de paga?
				Vacaciones Sí ☐ No ☐ Médicos Sí ☐ No ☐ Pensión Sí ☐ No ☐	Sí ☐ No ☐

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

6. Sus deberes

7. Herramientas o equipo usado

	S	N		S	N
8. ¿Es aprendiz?	☐	☐	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?	☐	☐
9. ¿Le pagan todas las horas trabajadas?	☐	☐	11. ¿Alguna vez ha sido amenazado o coercionado a entregar parte de su paga?	☐	☐

12a. Firma del empleado	12b. Fecha

13. Deberes observados por el entrevistador (Por favor sea específico.)

14. Comentarios

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

Examinación de Nómina

16. Comentarios

17a. **Firma del examinador de nómina**	17b. **Fecha**

Instrucciones

Generalidades:

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

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

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

Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

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

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

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

Líneas 8 – 12b: Auto explicatorio

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

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

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

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

EXHIBIT 8-J

PRE-CONSTRUCTION CHECKLIST FOR CONTRACTORS: MEETING LABOR STANDARDS CONTRACT REQUIREMENTS

INTRODUCTION. The following checklist has been prepared to assist contractors and subcontractors in meeting contractual labor standards responsibilities. All major administrative and procedural activities have been covered in the sequence they will occur as the construction project proceeds. Careful attention to and use of the checklist should result in a minimum number of problems with respect to labor standards.

EXPLANATORY NOTES. The word "employer" as used below refers to the project/general contractor, each subcontractor, or each lower-tier subcontractor. Payrolls and other documentary evidence of compliance The delivery procedure is as follows:

- Each **LOWER-TIER SUBCONTRACTOR,** after careful review, submits required documents to the respective subcontractor.
- Each **SUBCONTRACTOR**, after checking his own and those of each lower-tier subcontractor he may have, submits required documents to the contractor.
- The **CONTRACTOR**, after reviewing all payrolls and other documentation, including his own, and correcting violations where necessary, submits all to the owner/grantee.

All employers should check each of the following statements as being true. If any statement is not true, the contractor or their representative should contact the Grantee or the Division of Housing, Compliance & Project Manager for special guidance.

BEFORE CONSTRUCTION BEGINS EACH EMPLOYER HAS:

_____ Not been debarred or otherwise made ineligible to participate in any Federal or Federally-assisted project.

_____ Received appropriate contract provisions covering labor standards requirements.

_____ Reviewed and understands all labor standards contract provisions.

_____ Received the wage decision as part of the contract.

_____ Requested through the Owner/Grantee and received the minimum wage for each classification to be worked on the project which was not included on the wage decision by the ADDITIONAL CLASSIFICATION process and before allowing any such trade(s) to work on the project.

_____ Requested and received certification of his apprentice program from the Department of Labor (DOL, recognized by USBAT) and submitted copy thereof to the owner prior to employment on the project. **Apprentice certification must be approved by the City.**

_____ Reviewed and understands all the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (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.

AT CONSTRUCTION START THE CONTRACTOR HAS:

_____ Notified owner/grantee of construction start date in writing.

_____ Has placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable any time during construction):

___ Wage Decision

___ Notice to Employees

___ Safety and Health Protection on the Job

_____ Before assigning each project worker to work, has obtained worker's name, best mailing address, and identification number (for payroll purposes).

_____ Has obtained approval of each apprentice's certificate

_____ Has informed each worker of:

___ His work classification (journeyman or job title) as it will appear on the payroll.

___ His duties of work.

_____ Understands the requirements that each laborer or mechanic who performs work on the project in more than one classification within the same work week shall be classified and paid at the highest wage rate applicable to any of the work which he performs UNLESS the following requirements are met:

___ Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification, and must be signed by the workman.

___ The payroll shall show the hours worked in each classification and the wage rate paid for each classification.

___ The payroll shall be signed by the workmen or signed copy of the daily time record shall be attached thereto.

_____ Has informed each worker of his hourly wages (not less than the minimum wage rate for his work which is stated in the Wage Decision).

___ Time and a half for all work over 40 hours any work week (see Contract Work Hours Safety Standards Act).

___ Fringe benefits, if any (see Wage Decision for any required). Deductions from his pay.

_____ Has informed each worker that he is subject to being interviewed on the job by the owner/grantee or a State monitor, or a HUD, Department of Labor employee, or other U.S. Government inspector, to confirm that his employer is complying with all labor requirements.

_____ Has informed each journeyman and each apprentice that journeyman must be on the job at all times when an apprentice is working.

DURING CONSTRUCTION

Each Contractor:

_____ Has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, nor dismissed any project worker because of race, color, religion, sex, or national origin.

_____ Will maintain basic employment record accessible to inspection by the owner/grantee or U.S. Government representatives.

_____ Is complying with all health and safety standards.

_____ Has paid all workers weekly.

_____ Has submitted **weekly payrolls**.

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

Payroll Forms should include:

_____ **NAME OF EMPLOYER.** Name of employer is stated showing whether contractor or subcontractor.

_____ **PAYROLL NUMBER.** Each weekly payroll is numbered in sequential order
(starting with Payroll No. "1").
(Numbering payrolls is optional but strongly recommended.)
(If employer's workers perform no physical work on the project during workweek, he may submit a "no work" payroll form for that workweek.)

Payroll of employer's final workweek on the project (completion of his work) should be marked "Final."

_____ **FOR WEEK ENDING.** The last date of the workweek is stated in this "block."

_____ **PROJECT AND LOCATION.** Name of project and city in which located is stated.

_____ **EMPLOYEE INFORMATION.** The first payroll on which each employee appears shall include the employee's name and an individually identifying number (do NOT use the nine-digit social security number). Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

_____ **NUMBER OF WITHHOLDING EXEMPTIONS** is for employer's convenience - not required to be completed.

_____ **THE WORK CLASSIFICATION** (job title) for the worker is included in the Wage Decision and denotes the work that worker actually performed. **NOTE:** If the applicable classification is not included in the Wage Decision, the contractor should call the owner/grantee immediately, and request classification by Additional Classification.

_____ **APPRENTICE**. If worker is an apprentice, the City has verified DOL registration number and year of apprenticeship is included in this column the first time the apprentice's name appears on the payroll. Apprentice registration / work must be approved by the City.

_____ **SPLIT CLASSIFICATION.** If worker has performed more than one class of work during the workweek, such as carpenter and laborer, the division of work will be shown on separate lines of the payroll.

_____ Accurate daily time records show the exact hours of work performed daily in each class of work, and are signed by the affected workman.

_____ Each class of work he performed is stated in separate "blocks."

_____ The breakdown of hours worked daily under each work classification is stated.

_____ The applicable wage rate for each classification of work is stated.

_____ If the above is not done, the worker is paid at least the highest minimum wage rate of all the classes of work performed for all hours worked.

NOTES: AVERAGE PAY OF TWO CLASSES OF WORK NOT ACCEPTED. The employer shall not pay a "semi-journeyman" or semi-skilled laborer the average of journeyman's and laborer's rates. The actual hours each worker uses tools of trade (journeyman) and each hour he does not use tools of the trade (laborer) must be recorded separately on the payroll.

_____ **HOURS WORKED, EACH DAY AND DATE,** for work week are stated.

_____ **TOTAL HOURS** worked during the workweek are stated. Straight and overtime hours recorded separately.

_____ **RATE OF PAY,** not less than the minimum wage rate for the work classification (see Wage Decision) is stated.

_____ **THE OVERTIME RATE OF PAY** is not less than 1-1/2 times the worker's basic (straight) hourly rate of pay (Contract Work Hours Safety Standards Act).

_____ **GROSS AMOUNT EARNED** equal straight hours shown times straight rate of pay shown plus overtime hours (if any) shown times overtime rate of pay shown.

_____ **DEDUCTIONS**. Each deduction made is required by law; voluntarily authorized by the worker in writing before the workweek began, or provided in a bargaining agreement to be deducted from the respective worker's pay.

_____ **NET WAGES** stated are gross amount earned minus total deductions shown.

BACK OF PAYROLL (Form WH-347, EXHIBIT VIII-S)

Each Employer has:

_____ Completed all blank spaces and understands the penalties for falsification.

_____ Checked Item 4 if fringe benefits are included in the Wage Decision for any of his workers.

_____ ___ 4(a) if fringe benefits are paid to approved fund(s), or

_____ ___ 4(b) paid directly to each affected worker included in paycheck for the workweek his paycheck representing at least the pay of the applicable minimum wage rate plus the amount of required fringe benefits.

_____ Manually signed the payroll in the "block" marked signature, and stated his title.

_____ The person who signed the payroll is the employer or an official of the employer who legally is authorized to act for the employer. MUST have Submitted Signatory Authority authorization to the City.

_____ WEEKLY PAYROLL REVIEW. Each employer has promptly: reviewed the weekly payroll for compliance with all labor requirements (using this Check List) and made necessary corrections.

_____ Contractor must submit his weekly payroll and all subcontractor's weekly payroll within 7 days of the last date of the respective work week to the owner.

AFTER PROJECT COMPLETION

_____ Each Employer will keep all weekly payrolls on the project for 3 years after the contractor's project completion date.

Exhibit 8-K

CITY OF BOULDER

DIVISION OF HOUSING

COMPLIANCE MANAGEMENT
Shelly Conley, Compliance & Project Manager
303-441-3231 work

CONTRACTOR'S RECEIPT OF REQUIRED PROGRAM MATERIALS

Grantee Name	Project Name	Project #
Contractor Name	**Address**	**Owner Name**
Required Compliance Documentation	**Completed**	**Date**
Pre-Construction Meeting	Yes ☐ No ☐ NA ☐	

On _____ (date) we, the undersigned, attended the pre-construction meeting for the project listed above. At the meeting, we acknowledge receiving the following information:

1. 10 days prior to bid opening check wage determination for any modification
   - ☐ Federal Davis-Bacon Wage Determination and Employee Classification
   - ☐ Work Hours, Overtime and Safety Standards

2. Contractor Reporting Requirements:
   - ☐ "Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wages
   - ☐ Certified Payroll Forms
   - ☐ Payroll Information
   - ☐ Labor Standards Definitions

3. Compliance with Civil Rights Regulations

4. Job Site Notices
   - ☐ Notice to Employees
   - ☐ Equal Employment Opportunity
   - ☐ Job Safety and Health Protection
   - ☐ Current Federal Davis Bacon Wage Determination
     Decision #:_____ Mod:_____ Date:_____

By signing below you also certify that you are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

_____ _____
Contractor Signature Date

_____ _____
Project Manager Signature Date

Exhibit 9-A

CITY OF BOULDER

DIVISION OF HOUSING

2016 1st Quarter Progress Report

PART 1: GRANTEE INFORMATION

Grantee (Name, address and zip code)	
Person Completing Report	**Phone Number**
Reporting Period	**Reporting Year**
January 1st – March 31st	

PART II: NARRATIVE

Describe Project Status; Note Progress Satisfying Funding Conditions:

PART III: HOUSING PROJECTS WITH COVENANTS

Provide the following information on the status of all housing units for which funds are being provided through this contract:

Total # of units in Project	
Total # of affordable units in Project	
# of affordable units currently under construction/rehab	
# of affordable units completed	
# of affordable units sold	
# of units qualified as Energy Star	
# of units Section 504 Accessible	
# of units designated for Persons with HIV/AIDS	
# of units designated for Homeless Persons and Families	

Provide the following information with regard to all **SOURCES** used to date for this project:

SOURCE	TOTAL AWARD	SPENT TO DATE	BALANCE REMAINING

CITY OF BOULDER

DIVISION OF HOUSING

2nd Quarter Progress Report

PART 1: GRANTEE INFORMATION

Grantee (Name, address and zip code)	
Person Completing Report	**Phone Number**
Reporting Period	**Reporting Year**
April 1st - June 30th	

PART II: NARRATIVE

Describe Project Status; Note Progress Satisfying Funding Conditions:

PART III: HOUSING PROJECTS WITH COVENANTS

Provide the following information on the status of all housing units for which funds are being provided through this contract:

Total # of units in Project	
Total # of affordable units in Project	
# of affordable units currently under construction/rehab	
# of affordable units completed	
# of affordable units sold	
# of units qualified as Energy Star	
# of units Section 504 Accessible	
# of units designated for Persons with HIV/AIDS	
# of units designated for Homeless Persons and Families	

Provide the following information with regard to all **SOURCES** used to date for this project:

SOURCE	TOTAL AWARD	SPENT TO DATE	BALANCE REMAINING

CITY OF BOULDER

DIVISION OF HOUSING

3rd Quarter Progress Report

PART 1: GRANTEE INFORMATION

Grantee (Name, address and zip code)	
Person Completing Report	**Phone Number**
Reporting Period	**Reporting Year**
July 1st - September 30th	

PART II: NARRATIVE

Describe Project Status; Note Progress Satisfying Funding Conditions:

PART III: HOUSING PROJECTS WITH COVENANTS

Provide the following information on the status of all housing units for which funds are being provided through this contract:

Total # of units in Project	
Total # of affordable units in Project	
# of affordable units currently under construction/rehab	
# of affordable units completed	
# of affordable units sold	
# of units qualified as Energy Star	
# of units Section 504 Accessible	
# of units designated for Persons with HIV/AIDS	
# of units designated for Homeless Persons and Families	

Provide the following information with regard to all **SOURCES** used to date for this project:

SOURCE	TOTAL AWARD	SPENT TO DATE	BALANCE REMAINING

CITY OF BOULDER

DIVISION OF HOUSING

4th Quarter Progress Report

PART 1: GRANTEE INFORMATION

Grantee (Name, address and zip code)	
Person Completing Report	**Phone Number**
Reporting Period	**Reporting Year**
October 1st - December 31st	

PART II: NARRATIVE

Describe Project Status; Note Progress Satisfying Funding Conditions:

PART III: HOUSING PROJECTS WITH COVENANTS

Provide the following information on the status of all housing units for which funds are being provided through this contract:

Total # of units in Project	
Total # of affordable units in Project	
# of affordable units currently under construction/rehab	
# of affordable units completed	
# of affordable units sold	
# of units qualified as Energy Star	
# of units Section 504 Accessible	
# of units designated for Persons with HIV/AIDS	
# of units designated for Homeless Persons and Families	

Provide the following information with regard to all **SOURCES** used to date for this project:

SOURCE	TOTAL AWARD	SPENT TO DATE	BALANCE REMAINING

Exhibit 9-B

CITY OF BOULDER

DIVISION OF HOUSING

ANNUAL BENEFICIARY REPORT

PART 1: GRANTE

Grantee (Name, address and zip code)	
Person Completing Report	**Phone Number**
Award Amount	**Reporting Year**

PART II: BENEFICIARIES & UNITS

Beneficiaries	**Total Number Served**
Total Persons or Households Served	
Total Female Head of Households Served	
Housing Projects (rehab, acquisition or construction)	**Total Number Served**
Total # of units at start of project	
Total # of units expected at project completion	
Total # of units completed	

PART III: RACE & ETHNICITY

Race	**Non Hispanic/Latino**	**Hispanic/Latino**
American Indian/Alaska Native		
Asian		
Native Hawaiian/Other Pacific Islander		
Black/African American		
White		
Other		

PART III: INCOME INFORMATION

Beneficiaries	**Total Number Served**
Total # Extremely Low Income Persons (up to 30% AMI	
Total Very Low Income Persons (31% to 50% AMI)	
Total # Low Income Persons (51% to 69.4% AMI)	
Total Moderate (69.5% to 100% AMI)	
Total Other (above 100% AMI)	

Please refer to the enclosed chart for information on Boulder-Longmont AMI numbers.

City of Boulder

Division of Housing
Asset Management

Exhibit 9-C

Annual Tenant Report

Project Name:_____ **Prepared By:**_____ **Date:**_____

Unit #	# of BR	Square Feet	HOME Unit Y/N	Student Y/N	HOH Last Name	Head of Household	Race	Ethnicity	HOH Occupation	HH Size	Annual HH Income	% of AMI Annual Income	Total Assets	Source of Assets	Monthly Rent (rent + tenant paid utilities)				Date of Initial Occupancy
															Tenant	Subsidy	Utilities	Total Rent	

Due each year by : **January 31st**
Send To: Shelly Conley, Compliance & Project Manager
conleys@bouldercolorado.gov
City of Boulder, Division of Housing
P.O. Box 791 Boulder, CO. 80302
Fax: 720-564-2188

Head of Household:
1. Single
2. Senior (55 and older)
3. Single Parent Male
4. Single Parent Female
5. Two Parent
6. Disabled
7. Other

Race:
A. American Indian or Alaska Native
B. Asian
C. Black or African American
D. Native American or Other Pacific Islander
E. White

Ethnicity:
A. Hispanic
B. Non-Hispanic

Exhibit 9-D

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2535-0117 (exp. 1/31/2013)

Public Reporting Burden for this collection of information is estimated to average .50 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. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.
While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency	Check if: PHA ☐ IHA ☐	2. Location (City, State, ZIP Code)
		P.O. Box 719 Boulder Colorado 80306

3a. Name of Contact Person	3b. Phone Number (Including Area Code)	4. Reporting Period	5. Program Code (Not applicable for CPD programs.) See explanation of codes at bottom of page. Use a separate sheet for each program code.	6. Date Submitted to Field Office
		☐ Oct. 1 - Sept. 30 (Annual-FY)	☐	

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.	Amount of Contract or Subcontract 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic Code (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3 7g.	Subcontractor Identification (ID) Number 7h.	Sec. 3 7i.	Contractor/Subcontractor Name and Address 7j. Name	Street	City	State	Zip Code

CPD:
1 = New Construction
2 = Education/Training
3 = Other

7c: Type of Trade Codes:

Housing/Public Housing:
1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg. Appraisal
0 = Other

7d: Racial/Ethnic Codes:
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Hasidic Jews

5: Program Codes (Complete for Housing and Public and Indian Housing programs only):
1 = All insured, including Section 8
2 = Flexible Subsidy
3 = Section 8 Noninsured, Non-HFDA
4 = Insured (Management
5 = Section 202
6 = HUD-Held (Management)
7 = Public/Indian Housing

Previous editions are obsolete.

form **HUD-2516** (8/98)

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of $10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than $10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Community Development Programs

1. **Grantee:** Enter the name of the unit of government submitting this report.

3. **Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. **Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. **Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. **Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic /gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. **Woman Owned Business:** Enter Yes or No.

7f. **Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

1. **Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report.

3. **Contact Person:** Same as item 3 under CPD Programs.

4. **Reporting Period:** Check only one period.

5. **Program Code:** Enter the appropriate program code.

7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

7c. **Type of Trade:** Same as item 7c. under CPD Programs.

7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

7e. **Woman Owned Business:** Enter Yes or No.

7f. **Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. **Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.

3. **Contact Person:** Same as item 3 under CPD Programs.

4. **Reporting Period:** Check only one period.

5. **Program Code:** Enter the appropriate program code.

7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

7c. **Type of Trade:** Same as item 7c. under CPD Programs.

7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

7e. **Woman Owned Business:** Enter Yes or No.

7f. **Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

Exhibit 9-E

Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization
4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement
8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

form HUD 60002 (6/2001)
Ref 24 CFR 135

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	$
B. Total dollar amount of contracts awarded to Section 3 businesses	$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

_____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

_____ Other; describe below.

Public reporting for this collection of information is estimated to average 2 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, 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 as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any ***public and Indian housing programs*** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of $200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to ***contracts and subcontracts in excess of $100,000*** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to ***employment and training***. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to ***contracting***, and Part III summarizes recipients' ***efforts*** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. ***Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.***

HUD Field Office: Enter the Field Office name .

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.

4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.

6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.
8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. ***Low-income persons*** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. ***Very low-income persons*** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Exhibit 10-A

EMPLOYMENT VERIFICATION

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: (Name and address of employer) Date: _____

_____

_____

RE: _____ _____ _____
Applicant/Tenant Name Social Security Number Unit No. (if assigned)

I hereby authorize release of my employment information.

_____ _____
Signature of Applicant/Tenant Date

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

Sincerely

_____
Project Owner/Management Agent

Return Form To:

THIS SECTION TO BE COMPLETED BY EMPLOYER

Employee Name: _____ Job Title: _____

Presently Employed: Yes _____ Date First Employed _____ No ____ Last Day of Employment _____

Current Wages/Salary: $_____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other_

Average # of regular hours per week: _Year-to-date earnings: $_____ through /____/____

Overtime Rate: $_____ per hour Average # of overtime hours per week: _____

Shift Differential Rate: $_____ per hour Average # of shift differential hours per week: _____

Commissions, bonuses, tips, other: $_____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other_

List any anticipated change in the employee's rate of pay within the next 12 months: _____

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): _____

_____ _____ _____
Employer's Signature Employer's Printed Name Date

_____
Employer [Company] Name and Address

_____ _____ _____
Phone Fax E-mail

WARNING: **Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. or to any matter within its jurisdiction.**

Rev. 2007

VERIFICATION OF PUBLIC ASSISTANCE

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

Applicant/Resident: _____ Social Security No.: _____
Unit No.: _____

By signing below I authorize the release of this information.

_____ _____
Participant's Signature Date

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that purpose only. Your prompt response is crucial and greatly appreciated.

_____
Project Owner/Management Agent

Return Form To:

THIS SECTION TO BE COMPLETED BY AGENCY

Benefits:		**Date Began**	**Date Ended**
Amount of assistance received monthly:	$_____	_____	_____
Amount of child support received monthly:	$_____	_____	_____
Other income in household (list):_____	$_____	_____	_____

Names of household members: _____ _____
_____ _____
_____ _____

Address of participant: _____

I certify that this information is accurate.

_____ _____
Signature Name (print)

_____ _____
Title Date

_____ _____
Agency Telephone Number

_____
Address City State Zip

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. or to any matter within its jurisdiction.

Rev. 2007

VERIFICATION OF SOCIAL SECURITY BENEFITS

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: (Name and address of employer) Date: _____

_____

_____

_____

RE: _____ _____ _____
Applicant/Tenant Name Social Security Number Unit No. (if assigned)

I hereby authorize release of my employment information.

_____ _____
Signature of Applicant/Tenant Date

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

Sincerely

_____
Project Owner/Management Agent

Return Form To:

THIS SECTION TO BE COMPLETED BY AGENCY

AUTHORIZATION: Federal Regulations require us to verify social security benefits for all members of the household applying for participation in the Affordable Housing Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.

Gross Monthly Social Security Benefit Amount/Type of Benefit:_____

Gross Monthly Supplemental Security Income Payment Amount:_____

The person referenced above is a participant in a low income { } program. { } requires that we verify the disability of program participants if they so request. Please complete all the information below. Thank you for your assistance.

_____ _____ _____
Authorized Representative Representative Signature Date

_____
Agency Address

_____ _____ _____
Phone Fax E-mail

WARNING: **Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. or to any matter within its jurisdiction.**

Rev. 2007

VERIFICATION OF CHILD SUPPORT PAYMENTS

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: (Name and address of payee) Date: _____

_____

_____

_____

RE: _____ _____ _____
Applicant/Tenant Name Social Security Number Unit No. (if assigned)

I hereby authorize release of my employment information.

_____ _____
Signature of Applicant/Tenant Date

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

Sincerely

_____
Project Owner/Management Agent

Return Form To:

THIS SECTION TO BE COMPLETED BY AGENCY

Name of Person Paying Child Support:_____

Address: _____

Support is for his/her children. Name(s) of children being supported listed below:

_____ _____

_____ _____

_____ _____

Amount of Support:_____ ( ) Week ( ) Month ( ) Year

_____ Date: _____
Signature of Payee

WARNING: **Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. or to any matter within its jurisdiction.**

Rev. 2007

VERIFICATION OF UNEMPLOYMENT BENEFITS

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: (Name and address of agency) Date: _____

_____

_____

_____

_____

RE: _____ _____ _____

Applicant/Tenant Name Social Security Number Unit No. (if assigned)

I hereby authorize release of my employment information.

_____ _____

Signature of Applicant/Tenant Date

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

Sincerely

_____

Project Owner/Management Agent

Return Form To:

THIS SECTION TO BE COMPLETED BY AGENCY

AUTHORIZATION: Federal Regulations require us to verify Unemployment benefits for all members of the household applying for participation in the Affordable Housing Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.

1. Are Unemployment Benefits being paid now? ( ) Yes ( ) No
2. If yes, what is the Gross Weekly Payment? $_____
3. Date of Initial Payment _____
4. Duration of Benefits _____ weeks
5. Is claimant eligible for future benefits? ( ) Yes ( ) No
6. If yes, how many weeks? _____ weeks
7. If no, what is the termination date of benefits? _____

_____ _____ _____

Authorized Representative Representative Signature Date

WARNING: **Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. or to any matter within its jurisdiction.**

CERTIFICATION OF ZERO INCOME

Household Name:_____ Unit No.:_____

Property Name: _____

1. I hereby certify that I do not individually receive income from any of the following sources:

   a. Wages from employment (including commissions, tips, bonuses, fees, etc.);

   b. Income from operation of a business;

   c. Rental income from real or personal property;

   d. Interest or dividends from assets;

   e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;

   f. Unemployment or disability payments;

   g. Public assistance payments;

   h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;

   i. Sales from self-employed resources (Avon, Mary Kay, Shaklee, etc.); or,

   j. Any other source not named above.

2. I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 12 months.

3. I will be using the following sources of funds to pay for rent and other necessities: _____

_____

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

_____	_____	_____
Signature of Applicant/Tenant	Printed Name of Applicant/Tenant	Date

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. or to any matter within its jurisdiction.

Verification of Informal Support

Applicant/Resident: _____ Social Security No.: _____
Unit No.: _____

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

By signing below I authorize the release of this information.

_____ _____
Participant's Signature Date

THIS SECTION TO BE COMPLETED BY PROVIDER

I certify that I provide assistance in the amount of $_____each month.
The assistance provided is for _____.

Please list other assistance provided:
_____
_____
_____

I certify that this information is accurate.

_____ _____
Signature Name (print)

_____ _____
Relationship to Participant Date

_____ _____
Agency Telephone Number

_____
Address City State Zip

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. or to any matter within its jurisdiction.

Rev. 2007

AFFIDAVIT IN VERIFICATION OF SELF-EMPLOYMENT

Applicant Name_____

Address:_____ being first duly sworn deposes and says that he/she is self-employed, said occupation being _____.

The applicant place of business is located at _____.

I sign the declaration under penalty of perjury and with full knowledge of the repercussions of willful falsification and false swearing under Colorado law.

STATEMENT OF INCOME FROM BUSINESS

Instructions:

1. Opposite GROSS INCOME insert total amount earned during the past 12 months or shorter period.

2. Add all expenses incurred in the performance of this business and subtract the total of these EXPENSES from the gross income.

3. Insert the result in the space NET INCOME.

A. GROSS INCOME: $_____ period covered by GROSS income shown:
Beginning date: _____ Ending date: _____

B. EXPENSES:

1. Cost of good and material $_____
2. Rent (business location only) $_____
3. Heat, light, water, phone, etc. (business only) $_____
4. License fees $_____
5. Other (specify) $_____
6. Number of Employees _____
7. Employees' salaries (other than self and family) $_____
8. Owner's salary (self and family) $_____

C. GROSS INCOME $_____
TOTAL EXPENSES "-" $_____
NET INCOME: "=" $_____

ATTACH MOST RECENT COPY OF YOUR FEDERAL TAX RETURN

The above information is correct to the best of my knowledge, and I agree to notify _____ annually of any changes.

Signature: _____ Date: _____

In witness whereof, this _____ day of _____.

My commission expires: _____ (Notary Public): _____

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. or to any matter within its jurisdiction.

Exhibit 10-B

Race and Ethnic Data Reporting Form

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

OMB Approval No. 2502-0204
(Exp. 12/31/2007)

Name of Property **Project No.** **Address of Property**

Name of Owner/Managing Agent **Type of Assistance or Program Title:**

Name of Head of Household **Name of Household Member**

Date (mm/dd/yyyy): _____

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

There is no penalty for persons who do not complete the form.

Signature **Date**

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be incompliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to "self certify' during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household's file. Parents or guardians are to complete the self-certification for children under the age of 18. Once system development funds are provide and the appropriate system upgrades have been implemented, owners/agents will be required to report the race and ethnicity data electronically to the TRACS (Tenant Rental Assistance Certification System). This information is considered non-sensitive and does no require any special protection.

form HUD-27061-H (9/2003)

Instructions for the Race and Ethnic Data Reporting (Form HUD-27061-H)

A. General Instructions:

This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development.

Owner and agents are required to offer the applicant/tenant the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form. However, the owner or agent may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form for children under the age of 18.**

The Office of Housing has been given permission to use this form for gathering race and ethnic data in assisted housing programs. Completed documents for the entire household should be stapled together and placed in the household's file.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below: You should check as many as apply to you.

1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Formulario para Reportar Data sobre Raza y Etnia

Departamento de Vivienda y Desarrollo Urbano de EEUU
Oficina de Vivienda

OMB Aprobado No. 2502-0204
(Exp. 5/31/2011)

Nombre de la propiedad **No. del Proyecto** **Dirección de la propiedad**

Nombre del dueño/Agente Manejador **Nombre del programa o tipo de asistencia**

Nombre del jefe de familia **Nombre de la persona llenando la hoja**

Fecha (mm/dd/aaaa)**:** _____

Categorías Étnicas*	**Escoja una**
Hispano o Latino	
No-Hispano o Latino	
Categorías de Raza*	**Una o más**
Amerindio o Nativo de Alaska	
Asiático	
Negro o Afroamericano	
Nativo Hawaiano u otro Isleño del Pacifico	
Blanco	

***Para definiciones de las categorías mire al dorso.**

No habrá penalidad si usted no completa este formulario.

Firma **Fecha**

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be incompliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to "self certify' during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household's file. Parents or guardians are to complete the self-certification for children under the age of 18. Once system development funds are provide and the appropriate system upgrades have been implemented, owners/agents will be required to report the race and ethnicity data electronically to the TRACS (Tenant Rental Assistance Certification System). This information is considered non-sensitive and does not require any special protection.

Instrucciones para informar los datos de raza y grupo étnico (Formulario HUD-27061-H)

A. Instrucciones generales:

Este formulario debe ser completado por las personas que desean arrendar (solicitantes) y las personas que ya arriendan (arrendatarios) viviendas subvencionadas por el Departamento de Viviendas y Desarrollo Urbano.

Se exige a los propietarios y corredores de bienes raíces que ofrezcan al solicitante/arrendatario la opción de completar el formulario. Se debe completar el formulario al inicio de la solicitud o al momento de firmar el arrendamiento. Los arrendatarios ya ubicados también deben recibir la oportunidad de completar el formulario como parte de la siguiente recertificación pasajera o anual. Una vez que se haya completado, no necesita completarse nuevamente a menos que cambie el jefe de familia o la composición de la familia. No existe sanción para las personas que no completen el formulario. Sin embargo, el propietario o corredor puede colocar una nota en el expediente del arrendatario manifestando que el solicitante/arrendador se rehúso a completar el formulario. **Los padres de familia o tutores deben completar el formulario para los hijos menores de 18 años.**

La Oficina de Vivienda ha recibido autorización para utilizar este formulario para recopilar los datos de raza y grupo étnico en los programas de vivienda subvencionados. Los documentos completados de toda la familia deben presentarse juntos y colocarse en el expediente de la familia.

1. Se definen debajo las dos categorías étnicas entre las que debe elegir: Debe marcar una de las dos categorías.

3. Hispano o latino. Una persona que sea de Cuba, México, Puerto Rico, Sudamérica y Centroamérica, o de otra cultura u origen español, sin considerar la raza. El término "origen español" puede usarse además de "hispano" o "latino".

4. No hispano ni latino. Una persona que no sea de Cuba, México, Puerto Rico, Sudamérica y Centroamérica, ni de otra cultura u origen hispano, sin considerar la raza.

2. Se definen debajo las cinco categorías raciales entre las que debe elegir: **Debe marcar todas las opciones pertinentes.**

4. Indio americano o nativo de Alaska. Una persona con orígenes en cualquiera de los pueblos oriundos de Norteamérica y Sudamérica (incluyendo Centroamérica), y que mantiene afiliación tribal o adherencia comunal.

5. Asiático. Una persona con orígenes en cualquiera de los pueblos oriundos del Lejano Oriente, Sudeste de Asia o el subcontinente indio, incluyendo, por ejemplo a Camboya, China, India, Japón, Corea, Malasia, Pakistán, las Islas Filipinas, Tailandia y Vietnam.

6. Negro o afroamericano. Una persona con orígenes en cualquiera de los grupos raciales negros de África. El término "haitiano" puede utilizarse además de "negro" o "africano".

7. **Nativo de Hawai u otra isla del Pacífico.** Una persona con orígenes en cualquiera de los pueblos oriundos de Hawai, Guam, Samoa u otras islas del Pacífico.

6. Blanco. Una persona con orígenes en cualquiera de los pueblos oriundos de Europa, Medio Oriente o Norte de África.

Exhibit 10-C

DECLARATION OF CITIZENSHIP STATUS (SECTION 214)

NOTICE TO APPLICANTS AND TENANTS:
In order to be eligible to receive the housing assistance you seek, you, as an applicant or current recipient of housing assistance, must be lawfully within the U.S. Please read the Declaration statements carefully, check that which applies to you, and sign and return the document to the Housing Authority Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, _____, certify, under penalty of perjury 1/, that, to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

( ) I am a citizen by birth, a naturalized citizen or a national of the United States; or

( ) I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age 2/; or

( ) I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and a signed verification consent form.

( ) Immigrant status under §101(a)(15) or 101(a)(20) of the Immigration and Nationality Act (INA) 3/; or

( ) Permanent residence under §249 of INA 4/; or

( ) Refugee, asylum, or conditional entry status under §§207, 208, or 203 of the INA 5/; or

( ) Parole status under §§212(d)(5) of the INA 6/; or

( ) Threat to life or freedom under §243(h) of the INA 7/; or

( ) Amnesty under §245 of the INA 8/.

_____ _____
(Signature of Family Member) (Date)

( ) Check box if signature is of adult residing in the unit who is responsible for child named on statement above.

FOR HA ONLY: INS/SAVE Primary Verification #: _____ Date: _____

1/ **Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000, imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories:

2/ **Eligible immigration status and 62 years of age or older.** For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.

3/ **Immigrant status under §§101(a)(15) or 101(a)(a)(20) of INA.** A noncitizen lawfully admitted for permanent residence, as defined by §101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by §101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively [*immigrant status*]. This category includes a noncitizen admitted under §§210 or 210A of the INA (8 U.S.C. 1160 or 1161), [*special agricultural worker status*], who has been granted lawful temporary resident status.

4/ **Permanent residence under §249 of INA.** A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8 U.S.C. 1259) [*amnesty granted under INA 249*].

5/ **Refugee, asylum, or conditional entry status under §§207, 208 or 203 of INA.** A noncitizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8 U.S.C. 1157) [*refugee status*]; pursuant to the granting of asylum (which has not been terminated) under §208 of the INA (8 U.S.C. 1158 [*asylum status*]; or as a result of being granted conditional entry under §203(a)(7) of the INA (U.S.C. 1153 (a)(7)) before April 1, 1980, because of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [*conditional entry status*].

6/ **Parole status under §212(d)(5) of INA.** A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under §212(d)(5) of the INA (8 U.S.C. 1182(d)(5)[*parole status*].

7/ **Threat to life or freedom under §243(h) of INA.** A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under §243(h) of the INA (8 U.S.C. 1253(h) [*threat to life or freedom*].

8/ **Amnesty under §245A of INA.** A noncitizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a)[*amnesty granted under INA 245A*].

Instructions to Housing Authority: Following verification of status claimed by persons declaring eligible immigration status (other than for noncitizens age 62 or older and receiving assistance on June 19, 1995), HA must enter INS/SAVE Verification Number and date that it was obtained. A HA signature is not required.

Instructions to Family Member For Completing Form: On opposite page, print or type first name, middle initial(s), and last name. Place an "X" or "√" in the appropriate boxes. Sign and date at bottom of page. Place an "X" or "√" in the box below the signature if the signature is by the adult residing in the unit who is responsible for Child.