

# Housing Authority of the City of Orange

516 Burton Avenue P.O. Box 3107 Orange, TX 77631-3107 | Phone: 409.883.5882 | Fax: 409.883.8014 | [www.orangeha.com](http://www.orangeha.com)

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## RFP-2025-05

The Housing Authority of the City of Orange (HACO) has issued this solicitation with the intent to establish a contract with an agency or agencies to provide Lawn Care Service for sites, listed below.

- Alexander Homes 2030 North 4th Street
- Craig Homes 2201 North 18th Street
- Cove Terrace 34 ½ Cove
- Johnson Chavis 515 Burton Avenue
- Vacant lot behind Johnson Chavis 515 Burton Avenue
- Anderson Villa (5 lots)
- Main Office 516 Burton Avenue

Interested parties who wish to respond to this solicitation must submit the required documents to the Main Office 516 Burton Ave Orange Texas, 77630 below by 2 p.m. on April 10, 2025

On the front of the sealed envelope, the information listed below should be printed: Once the documents are in the possession of HACO, the contents will not be publicly opened or revealed until after a contract is awarded. **(No fax will be accepted).**

Housing Authority of the City of Orange  
Attn: Jannie Henderson  
Re: RFQ 2025-05  
DO NOT OPEN  
516 Burton Avenue  
Orange, Texas 77630

Questions relating to the proposal content or procedures

Housing Authority of the City of Orange  
Cleveland Como, Project Manager  
516 Burton Avenue  
Orange, Texas 77630  
EMAIL: [ccomo@hacotx.com](mailto:ccomo@hacotx.com)  
Or in person at the above-referenced address

## Scope of Work

The Housing Authority of the City of Orange (HACO) is seeking a contractor for its Lawn Care Services at the sites listed above.

1. Grass should be cut
2. Sidewalk and curbs Should be trimmed
3. Weeds around buildings, fence lines, and flower beds should be removed

Contractors will supply all labor and supplies.

**Contract Term:** Cut lawn two times a month from April through November, and once a month from December through March.

## Insurance Requirements

The Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

**General Liability Insurance:** coverage, naming the HACO as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HACO as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000.

**Automobile Liability:** coverage in a combined single limit of \$250,000. For every vehicle utilized during the term of this contract, when not owned by the contracting entity, must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and bodily injury of \$5,000 with a deductible not greater than \$1,000

**Section 3 Requirement:** As detailed within 24 CFR 135.38, *Section 3 clause*, the following is required.

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

When Section 3 is triggered by the need for new hires, contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires. In the alternative, a contractor can donate a percentage of the contract, back to the Housing Authority for resident training.

**Section 3 Business:** Is a business willing to hire residents of HACO, and/or people who live in the area. To qualify as a Section 3 business, the entity must self-certify on the HUD registry at [www.hud.gov/sec3biz](http://www.hud.gov/sec3biz) and provide evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications of a Section 3 residents.

**Conflict of Interest:** HUD regulation 24 CFR Part 84 and 85 prohibit an employee officer or agent of the/grantee/subgrantee or recipient/sub-recipient from participating in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

**Davis-Bacon-Act:** For all construction contracts awarded more than \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

**Minority/ Women Business Enterprise (M/WBE):** For Disclosure of minorities and women participating as contractors or subcontractors under this contract.

### **Notices**

The HACO does not discriminate based on race, sex, age, color, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

The HACO reserves the right to reject any and all bids; to waive any informality in the RFP process; and/or to terminate the RFP process at any time, if deemed by HACO to be in its best interest. If equal low bids are received, the HACO will draw lots or use a similar random method for selection.

# General Contract Conditions for Small Construction/Development Contracts

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

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

## 1. Definitions

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

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

## 3. Disputes

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

## 4. Default

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

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

## 5. Termination for Convenience

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

## 6. Insurance

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

(1) Workers' Compensation, in accordance with state or territorial Workers' Compensation

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

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

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

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

## 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any or condition of this contract. Any contract modification authorized in
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for

do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract Contractor and the Contracting

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

## 8. Changes

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

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

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

(4) Directing the acceleration in the performance of the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 11. Energy Efficiency

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

#### 12. Procurement of Recovered

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

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

- (a) The work to be performed under this contract is subject requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons recipients of HUD assistance for
- (b) The parties to this contract agree to comply with 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 Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which 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

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

- (d) The contractor agrees to include this section 3 clause in 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 violation of the regulations in 24 CFR Part
- (e) The contractor will certify that any vacant 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 obligations under 24 CFR Part
- (f) Noncompliance with HUD's regulations in 24 CFR Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

##### (a) Minimum

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional

a prominent and accessible place where it can be easily by the

- (2) (i) Any class of laborers or mechanics, including 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 therefore only when all the following criteria have met:
  - (a) The work to be performed by the requested is not performed by a classification in wage determination;
  - (b) The classification is utilized in the area by construction industry;
  - (c) The proposed wage rate, including any bona fringe benefits, bears a reasonable relationship to the wage rates contained in determination
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or is necessary.
  - (iii) In the event the Contractor, the laborers or to be employed in the classification or representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD period that additional time is
- (iv) The wage rate (including fringe benefits appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first performed in the
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall benefit or an hourly cash equivalent
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may

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

(b) **Withholding of Funds.** HUD or its designee shall, in its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or

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

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates applicable

- (2) (i) The Contractor shall submit weekly for each week in any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved and Budget under OMB Control Number 1214-
- (ii) Each payroll submitted shall be accompanied "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons and shall certify the
- (A) That the payroll for the payroll period contains information required to be maintained under paragraph (c)(1) of this clause and that such correct and
- (B) That each laborer or mechanic (including 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 in 29 CFR Part 3;
- (C) That each laborer or mechanic has been paid not than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the determination incorporated into the
- (iii) The weekly submission of a properly certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 3729 of Title 31 of the United States
- (3) The Contractor or subcontractor shall make the records under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds



(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program Department of Labor, Employment and Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will 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 Department of Labor, Employment and Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan by the Employment and Training. 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

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be

- (f) Equal Employment Opportunity. The utilization apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this
- (h) Contract Termination; Debarment. A breach of the standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR
- (i) Compliance with Davis-Bacon and related 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
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Act or 29 CFR 5.12(a)(1).
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States

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

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

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

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

(i) the applicable wage rate determined by the Secretary  
Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141  
et seq.) to be prevailing in the locality with respect to  
trade;

(ii) an applicable apprentice wage rate based thereon  
specified in an apprenticeship program registered with  
the U.S. Department of Labor (DOL) or a DOL-  
Apprenticeship Agency;

(iii) an applicable trainee wage rate based thereon  
specified in a DOL-certified trainee program.