

**SOMERSET COUNTY, MARYLAND
NOTICE TO BIDDERS
REQUEST FOR PROPOSALS**

Generator Relocation/Installation

- 1) Remove EXISTING generator from Maryland Avenue well location in Crisfield, MD., and transport and install EXISTING generator to new location in Deal Island, MD.**
- 2) Procure NEW generator per specifications, and install NEW generator at Maryland Avenue well location in Crisfield, MD.**

The Somerset County (MD) Commissioners are seeking proposals from qualified firms to remove an existing generator at the Maryland Avenue well site in Crisfield, MD, 21817; and to transport and install that existing generator to a new location at the Deal Island/Chance Volunteer Fire Company, located at 10090 Deal Island Road, Deal Island, MD, 21821. In addition, a new generator needs to be purchased, per specifications provided, and installed at the Maryland Avenue well site in Crisfield, MD. Both locations are in Somerset County, MD.

Sealed bids from qualified firms will be accepted by the Somerset County Commissioners, 11916 Somerset Avenue, Room 111, Princess Anne, MD 21853, **until 1 p.m. on Tuesday, April 2, 2019**. The sealed bids will be opened and read aloud at the regular meeting of the Somerset County Commissioners that same day.

A Mandatory Pre-Bid meeting will be held on **Wednesday, March 6, 2019, at 10 a.m.** at the Somerset County Office Complex, Room 211, 11916 Somerset Avenue, Princess Anne, MD, 21853, with a Site Visit to both generator sites included in this request.

Request For Proposal documents may be obtained in person or by mail, from the Department of Technical & Community Services, 11916 Somerset Avenue, Room 211, Princess Anne, MD 21853, or by calling (410) 651-1424. The documents are also available at the County's Website at www.somersetmd.us on the "Bids/Proposals" page.

Funding for this activity is made available through the federally-funded Community Development Block Grant Program (CDBG). Somerset County is an equal opportunity employer, and strongly encourages submissions by minority and women business enterprises and Section 3 businesses.

Since the project is receiving federal funds, the selected contractor will need to comply with all applicable Federal Labor Standards Laws, Executive Orders and Regulations, Equal Opportunity, Fair Housing, Civil Rights Laws and Davis Bacon Wage Rates.

GENERAL CONDITIONS

The Board of Somerset County Commissioners is seeking proposals from qualified contractors to perform all work necessary to complete the following:

1. Removal of existing Maryland Avenue Well generator;
2. Transport and install existing Maryland Avenue Well generator to a new location, at the Deal Island/Chance Volunteer Fire Department located at 10090 Deal Island Road, Deal Island, MD 21821;
3. Procure new generator per given specifications to include ordering, purchasing, storage if needed, and transporting new generator to the Maryland Avenue Well generator site; and
4. Install new generator at the Maryland Avenue Well generator site.

Please note this proposal does include the purchase of the new generator per specifications contained herein.

The Board of Somerset County Commissioners reserves the right to reject any and all bids.

I. GENERAL INFORMATION

- A. Each bidder submitting a proposal shall submit an original proposal plus two (2) copies of said proposal in a sealed envelope prominently marked with the Request For Proposal title, the due date and time and the name of the organization submitting the proposal.
- B. The proposal shall be submitted to the Somerset County Commissioners, 11916 Somerset Avenue, Room 111, Princess Anne, MD, 21853, **no later than 1 p.m. on Tuesday, April 2, 2019**. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Neither facsimile (FAX) copies nor electronic copies of proposals will be accepted.
- C. An authorized individual or officer of the firm submitting the proposal shall sign the proposal.
- D. As part of the proposal, the attached form entitled "Section 3 Compliance Bid Form Containing Disaster Rule Amendment" must be completed. One of the three options on the form needs to be selected. Questions about this form may be directed to the Somerset County Department of Technical & Community Services by calling 410-651-1424.
- E. Proposals may be withdrawn by the firm submitting the proposal at any time prior to the closing date and time for receipt of proposals.

- F. The Board of Somerset County Commissioners reserves the right to accept or reject any or all proposals, to negotiate with any or all responsible submitters and to waive any informality in the Request for Proposal. Submitter shall be responsible for any and all expenses that they incur in preparing proposals.
- G. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.
- H. A Pre-Proposal Meeting for all interested firms will be held on **Wednesday, March 6, 2019, at 10 a.m.** at the Somerset County Department of Technical & Community Services, Room 211, 11916 Somerset Avenue, Princess Anne, MD 21853. This is a **mandatory** meeting and will include a site visit to each of the two locations, Maryland Avenue Well site and Deal Island/Chance Volunteer Fire Company site.
- I. The basis of award is anticipated to be the total lowest responsive and responsible bid for this entire project.
- J. Bidders shall be required to submit a work schedule for this project to the County.
- K. Contractors must possess the following qualifications in order to bid:
 - 1. Must be licensed to work in the State of Maryland.
 - 2. A Workman's Compensation Insurance policy.
 - 3. Must not be listed on the federal debarment list.
 - 4. Davis Bacon wage rates apply.
 - 5. Must submit a 5% bid bond at the time of bid submittal. The selected contractor will be required to provide a 100% performance bond and 100% payment bond.

II. SCOPE OF WORK

- A. The Board of County Commissioners for Somerset County will accept sealed bids for the removal of the existing Maryland Avenue Well generator, transportation and installation of existing generator to the Deal Island/Chance Volunteer Fire Company, and procurement of a new generator per specifications, transportation and installation of new generator at the Maryland Avenue Well site as specified.
- B. The work shall be completed under the auspices of the Board of Somerset County Commissioners, and in cooperation with the Mayor and City Council of Crisfield, the Deal Island/Chance Volunteer Fire Company and the Maryland Department of Housing and Community Development (DHCD). This project is being funded by Community Development Block Grant Disaster Recovery funds.

- C. Bidder is required to provide a lump sum price for the entire project. The prices shall include one (1) new generator per specs, all labor, materials, equipment and all other necessary requirements for a turnkey project for both locations.
- D. Proposals MUST provide for the installation of both generators. Proposals that do not include a total cost for both installations will not be considered.
- E. Contractor Minimum Qualifications
 - 1. All Contractors shall provide documentation that they meet/exceed the minimum qualifications stated herein. Failure to provide this documentation may result in the bid being deemed non-responsive and not considered.
 - 2. Contractor shall employ at least one (1) Maryland Licensed Master Electrician. Contractors shall include a list of employees that will be working on the project, title, years of electrical experience, years of service with the business and license numbers.
 - 3. Contractor shall own and have in good repair all tools and equipment necessary to perform the electrical work required for each project location.
- F. Project Locations
 - 1. Maryland Avenue Water Well site in Crisfield, MD 21817, located between Hall Highway and Hudson Street on the west side of Maryland Avenue; and
 - 2. Deal Island/Chance Volunteer Fire Company, located at 10090 Deal Island Road, Deal Island, Maryland 21821

III. PROJECT SPECIFICS

A. ENTIRE PROJECT TO INCLUDE:

- 1. Removal of EXISTING Generator located at Maryland Avenue Water Well Site (between Hall Highway and Hudson Street on the west side of Maryland Avenue, aka MD 413) Crisfield, MD 21817
- 2. Transport and Install EXISTING Generator from Maryland Avenue Water Well Site, Crisfield MD 21817 (between Hall Highway and Hudson Street on the west side of Maryland Avenue, aka MD 413), to Deal Island/Chance Volunteer Fire Company, 10090 Deal Island Road, Deal Island, Maryland 21821
- 3. Procure NEW Generator to include ordering, purchasing, storing, transporting, etc. the NEW Generator to the Maryland Avenue Well Site (between Hall Highway and Hudson Street on the west side of Maryland Avenue, aka MD 413), Crisfield, MD 21817.

4. Install NEW Generator to the Maryland Avenue Water Well Site (between Hall Highway and Hudson Street on the west side of Maryland Avenue, aka MD 413), Crisfield, MD 21817.

B. Funding is provided through the CDBG Disaster Recovery Program. Grant funds are provided to remove existing generator at the Maryland Avenue Well site and to transport/install existing generator to Deal Island/Chance Volunteer Fire Department; and to obtain and install a new generator per specs at the Maryland Avenue Well that is capable of providing power to the well pump in the event of a power outage or other emergency.

C. Project Description:

The work to be performed under this contract requires a contractor to remove existing generator at the Maryland Avenue Well site, transport and install the existing generator at the Deal Island/Chance Fire Company; procure a new generator per given specs and install the new generator at the Maryland Avenue Well Site in Crisfield on MD Route 413. The contractor will be required to provide the one (1) new generator per specs, all labor, materials and equipment for this turnkey project to include but not limited to: crane service to remove, transport, offload and install the existing generator to the new location; and to transport, offload and install the new generator on the existing concrete pad to allow the generator to be elevated to comply with floodplain requirements for the generator, and all electrical connections for both generators. More information will be provided at the Pre-Bid meeting to be held on **Wednesday, March 6, 2019, at 10 a.m.** at the Somerset County Office Complex, Room 211, 11916 Somerset Avenue, Princess Anne, MD, 21853, with a Site Visit to the Maryland Ave Well Site in Crisfield, MD and Deal Island/Chance Volunteer Fire Company included as part of the Pre-Bid Meeting.

D. Other Requirements

1. The Contractor shall be responsible for any power company coordination needed for work at both locations.
2. The Contractor shall be responsible for crane service, and transportation and unloading costs associated with the existing and new generators.
3. The Contractor is responsible for generator start-up and testing of both installed generators, new and existing.
4. The Contractor will be responsible for training City of Crisfield personnel on the operation and maintenance of the new generator; and the training of the Deal Island/Chance Volunteer Fire Company personnel on the operation and maintenance of the existing generator.

5. The Maryland Avenue Well Site property is located within the 100 year floodplain and the new generator must be elevated to comply with the City of Crisfield's Floodplain Ordinance. The new generator will be installed on an existing concrete pad.
6. The Deal Island/Chance Volunteer Fire Company is not located in the 100 year floodplain and the existing generator may be installed on the existing concrete pad as instructed by the Deal Island/Chance Volunteer Fire Company.

E. Permits and Regulations

The Contractor shall comply with all local, state and federal regulations when performing the work. Contractor shall be responsible for applying for and obtaining an electrical permit from the City of Crisfield and from Somerset County as needed.

F. Generator Specifications

1. The NEW Generator to be purchased by the Contractor for installation at the Maryland Avenue Well location is as follows:

**MTU ONSITE ENERGY MODEL: (Qty-1) MTU4R0113DS100
GENERATOR: 100 kW, 125kVA
VOLTAGE: 277/480 3-phase
ENGINE: Mercedes-Benz, 60 Hz Diesel, .8pf, 1800 RPM; TIER 3**

2. The EXISTING Maryland Avenue Well Generator that will be removed and relocated at the Deal Island/Chance Volunteer Fire Company is as follows:

**MTU ONSITE ENERGY MODEL: (Qty-1) MTU4R0113DS60
GENERATOR: 60 kW, 75kVA
VOLTAGE: 277/480
ENGINE: John Deere, 60 Hz Diesel, 1800 RPM; TIER 3**

IV. **ITEMS FOR INCLUSION IN PROPOSAL**

- A. Description of Firm – This should provide information including the size and location of the firm, nature of work performed and years in business.
- B. Relevant Experience – Provide a detailed summary of the firm's experience in providing services similar to those required for this project.
- D. Fee Structure – A clear description of the costs associated with this project, with the cost of each generator installation listed separately.

-
- E. Section 3 Compliance – Funding for this project is being provided through HUD, and federal requirements must be met, including “Section 3 Compliance.” As part of the proposal, the attached form entitled “Section 3 Compliance Bid Form Containing Disaster Rule Amendment” must be completed. One of the three options on the form needs to be selected. Questions about this form may be directed to the Somerset County Dept. of Technical & Community Services at 410-651-1424.
- F. Bid Security – Bid security in the amount of 5% of the total bid price must accompany the bid, in the form of a bid bond signed by a surety company licensed to do business in the State of Maryland.
- G. Electrical License – A valid Electrical License will be required as part of the submittal.
- H. Workman’s Compensation – A copy of a valid Workman’s Compensation Insurance policy is required as part of the submittal.

MARYLAND CDBG-DR PROGRAM - PROCUREMENT

SECTION 3 COMPLIANCE BID FORM CONTAINING DISASTER RULE AMENDMENT

Name of Business: _____

Address of Business: _____

Type of Business: ___ Corporation ___ Partnership ___ Sole Proprietorship ___ Other

Business Activity: _____

_____ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

_____ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

_____ I anticipate hiring _____ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements. For Community Development Block Grant disaster funding only, an individual is eligible to be considered a "Section 3 person" if the annual wages of the person are at, or under, the HUD-established income limit for a one person family for the County.

I attest that the above information is true and correct.

Signature

Print Name

Title

Date

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. For Community Development Block Grant disaster funding only, an individual is eligible to be considered a "Section 3 person" if the annual wages of the person are at, or under, the HUD-established income limit for a one person family for the grantee jurisdiction.
- C. 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.
- D. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- E. 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 the 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.
- F. 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 who the regulations 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. 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.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of 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 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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 I(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 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 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 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 subparagraph (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.

PAIN0051-025 06/01/2018

	Rates	Fringes
PAINTER (Brush, Roller, Drywall Finisher/Taper).....	\$ 25.06	9.76

* SHEE0100-024 11/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct and Metal Roof Installation).....	\$ 33.06	20.35

SUMD2010-085 04/30/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.46	10.68
BRICKLAYER.....	\$ 23.85	5.72
CARPENTER.....	\$ 22.50	4.83
CEMENT MASON/CONCRETE FINISHER...	\$ 16.64	1.53
ELECTRICIAN.....	\$ 26.06	11.32
IRONWORKER, ORNAMENTAL.....	\$ 23.80	11.63
IRONWORKER, REINFORCING.....	\$ 23.92	11.28
IRONWORKER, STRUCTURAL.....	\$ 23.69	11.01
LABORER: Common or General.....	\$ 10.11	1.13
LABORER: Grade Checker.....	\$ 16.00	2.90
LABORER: Landscape.....	\$ 10.00	0.00
LABORER: Mason Tender - Brick...	\$ 14.74	5.41
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.83	4.11
LABORER: Mason Tender - Stone...	\$ 14.03	0.00
LABORER: Mortar Mixer.....	\$ 16.61	9.08
LABORER: Pipelayer.....	\$ 15.26	5.58
OPERATOR: Asphalt Roller.....	\$ 21.35	5.38

OPERATOR: Backhoe.....	\$ 21.49	6.35
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.05	8.78
OPERATOR: Boom.....	\$ 21.44	8.29
OPERATOR: Bulldozer.....	\$ 19.56	7.55
OPERATOR: Crane.....	\$ 20.95	6.18
OPERATOR: Excavator.....	\$ 18.92	7.77
OPERATOR: Forklift.....	\$ 16.42	2.69
OPERATOR: Gradall.....	\$ 20.50	8.42
OPERATOR: Grader/Blade.....	\$ 14.50	5.18
OPERATOR: Loader.....	\$ 19.77	7.35
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.47	6.36
OPERATOR: Roller excluding Asphalt.....	\$ 18.60	8.00
PAINTER: Spray.....	\$ 21.42	6.80
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 27.70	5.75
PLUMBER.....	\$ 28.06	10.68
ROOFER, Excludes Installation of Metal Roofs.....	\$ 20.40	5.06
TILE FINISHER.....	\$ 17.34	7.02
TILE SETTER.....	\$ 21.12	7.68
TRUCK DRIVER: Dump Truck.....	\$ 15.96	4.01
TRUCK DRIVER: Tractor Haul Truck.....	\$ 17.87	9.98

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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

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