

**ADDENDUM TO CONTRACT**

THIS IS AN ADDENDUM TO CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between:

**THE CITY OF FORT LAUDERDALE**, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter "City")

and

**WEEKLEY ASPHALT PAVING, INC.**, a Florida Profit Corporation (hereinafter "Contractor").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of September 5, 2012, authorized the proper city officials by motion to execute an Agreement between City and Contractor authorizing the performance of services in connection with ITB 223-11007, 2012-2013 Asphaltic Concrete Pavement Contract; and

WHEREAS, the City and Contractor desire to add Community Development Block Grant ("CDBG") provisions to the existing contract as Supplemental General Conditions;

NOW, THEREFORE, the City and Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

May it be known that the undersigned parties do hereby agree to add the following CDBG provisions to the existing contract and they shall be known as "Supplemental General Conditions" and shall override and/or supersede any conflicting part of the General Conditions. The following additions shall be made valid as if they are included in the original stated contract, which is financed by a HUD CDBG Program. The "Supplemental General Conditions" consist of the following: Part A, CDBG Provisions, as well as, Exhibit "A" attached hereto; and Part B, Federal Certifications and Affidavits the form of which is attached hereto as Exhibit "B".

**SUPPLEMENTAL GENERAL CONDITIONS**

**PART A. - COMMUNITY DEVELOPMENT BLOCK GRANT PROVISIONS**

**COMPLIANCE WITH AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., The Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15.20, as amended from time to time, the contractor agrees that:

(1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities

pursuant to 40 CFR 15.20.

(2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) relating to inspection, monitoring, entry, report and information, as well as all other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.

(3) He will promptly notify the owner of any notification received from the Director, Office of Federal Activities; EPA, "indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

(4) He will include or cause to be included the provisions of paragraph (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as means of enforcing such provisions.

## 2. EQUAL EMPLOYMENT OPPORTUNITY

1) If the contract amount is \$10,000 or less, the following conditions shall apply:

During the performance of . . .

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, sex or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2) If the contract amount exceeds \$10,000, the following conditions shall apply:

During the performance of this contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive

Order 11246 of September 24, 1965, so--that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
October 1, 1980 to Further Notice	15.5%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3(a), and its effort to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from

Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contracts Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is State of Florida, County of Broward, City of Fort Lauderdale.

4. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941.

d. "Minority" includes:

(i) Black (all persons having origins in the Black African racial groups not of-Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;

(iii) Asian and Pacific Islander (all-persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islanders); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a

portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specification and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goal in each draft during the period-specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The

Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the Union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs or the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is

performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation to construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.



- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherences to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p these Specifications provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and

Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

5. NON-SEGREGATED FACILITIES. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

6. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- a. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- (b) No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located and no other public-officials of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this contract.

7. SECTION 3 PLAN

- a. Contract Certification Required by Section 3 of the Housing and Urban Development Act of 1968. Section 3 Clause: The contractor will include the provisions of paragraphs (1) and (2) in every subcontract so that such provisions will be binding upon each subcontractor.
- (1) The work to be performed under this contract is on a project assigned under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 of the Housing and Urban Development Act of 1968, as amended, requires that economic opportunities generated by certain HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low and very low income persons, particularly those who are recipients of government assistance for housing and to businesses that provide economic opportunities for these persons.

The purpose of Section 3 is to promote the award of jobs and contracts, generated from projects receiving HUD financial assistance, to low income residents and businesses of the areas where the projects to be assisted are located. Section 3 does not require the creation of economic opportunities for low and very low-income persons simply for the sake of creating economic opportunities. SECTION 3 REQUIRES THAT WHEN EMPLOYMENT OR CONTRACT OPPORTUNITIES ARE GENERATED BECAUSE A PROJECT OR ACTIVITY UNDERTAKEN BY A RECIPIENT OF HUD FINANCIAL ASSISTANCE NECESSITATES THE EMPLOYMENT OF ADDITIONAL PERSONNEL THROUGH INDIVIDUAL HIRING OR THE AWARDED OF CONTRACTS FOR WORK, PREFERENCE MUST BE GIVEN TO HIRING LOW AND VERY LOW INCOME PERSONS AND TO CONTRACTING WITH BUSINESSES OWNED BY THESE PERSONS OR THAT SUBSTANTIALLY

## EMPLOY LOW AND VERY LOW INCOME PERSONS.

If the Contractor has no need for additional employees or trainees, or has no need to contract for work, then the Section 3 preference requirements are not triggered, because the contractor is not recruiting any individuals for jobs or soliciting any business concerns for contracts. The City and all project sponsors are responsible for compliance with Section 3 on two levels: When soliciting for contractors and in working with contractors who are awarded work funded by HUD programs.

Section 3 coverage in housing and community development programs is limited to housing and community development assistance expended for housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction and other public construction for which the amount of the assistance exceeds \$200,000. The requirements apply to contractors and subcontractors performing work on projects funded by housing and community development assistance for which the City's or the project sponsor's award exceeds \$200,000 and the contract or subcontract exceeds \$100,000. If the City's or project sponsor's award of assistance exceeds \$200,000 but the contracts and subcontracts do not exceed \$100,000 then only the City or the project sponsor are subject to Section 3 preference requirements. The City's or the project sponsor's responsibility includes awarding contracts, to the greatest extent feasible, to Section 3 business concerns. These requirements apply to the entire project or activity that is funded with Section 3 covered assistance, regardless of whether the Section 3 activity is fully or partially funded with Section 3 covered assistance.

For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the Notice of Funding Availability (NOFA) must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to Section 3 residents and Section 3 business concerns. For purposes of Section 3 compliance, the service area for residents and businesses will be within the City limits. A Section 3 resident is (1) a public housing resident; or (2) an individual who resides in the metropolitan area in which the Section 3 covered assistance is expended and who is a low income or very low-income persons. A Section 3 business is one that is (1) 51% or more owned by a Section 3 residents; or (2) has at least 30% of its employees included persons who are currently Section 3 residents or within 3 years of the date of first employment with the business concern were Section 3 residents; or (3) provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) or (2) of this paragraph: In the evaluation of applications for the award of assistance, consideration will be given to the extent to which an applicant has demonstrated that it will train and employ Section 3 residents and contract with Section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be

specified in the NOFA. An acceptable goal or standard to be used in evaluating applications is the commitment to employ Section 3 residents as 10% of the aggregate number of new hires for each year over the duration of the Section 3 project.

The City or its project sponsors may demonstrate compliance with the requirements of Section 3 by committing to award to Section 3 business concerns at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3% of the total dollar amount of all other Section 3 covered contracts. If the City or the project sponsor meets these minimum goals, it will be considered to have complied with the Section 3 preference requirements. If these goals are not met, the City or the project sponsor must demonstrate why it was not feasible to meet the goals.

If the City or the project sponsor undertake any housing rehabilitation, housing construction and other public construction projects that exceed the \$200,000 limit, the City or the project sponsor is responsible for undertaking all responsibilities outlined in 24 CFR 135.32. The project sponsor is responsible for notifying the City of each such instance, so that proper monitoring and compliance can be instituted. All Section 3 covered contracts shall include the following clause:

#### 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 and very low income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

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

#### 8. PROHIBITED USE OF LEAD-BASED PAINT

a. Prohibited Use of Lead-Based Paint. The use of paint containing more than one percent lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints is prohibited on HUD projects in accordance with Paragraph

b. Applicability. All new construction and rehabilitation of HUD assisted, owned and mortgage insured residential properties come under this restriction. The maintenance of public housing is also covered by this restriction. The prohibition applies to all exposed interior surfaces and to all portions of exterior elements and surfaces readily accessible to children, i.e. decks, stairs, porches, railings, doors, windows, etc. Concealed work such as structural steel is excluded.

In public housing, in HUD-owned properties and in rehabilitation work, any old lead-based paint remaining on walls and ceilings shall be removed and completely concealed with a suitable covering such as drywall, hardboard, plywood, etc. before these surfaces are redecorated.

9. REVIEW BY LOCAL PUBLIC AGENCY. The City of Fort Lauderdale, its authorized representatives and agents and the Representative for the Secretary of the U.S. Department of Housing and Urban Development shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material, invoices and other relevant data and records pertaining to this contract, provided, however, that all instructions and approvals with respect to the work will be given to the contractor only by the City of

Fort Lauderdale through its authorized representatives or agents.

10. Contract Certification Required Acknowledging Requirement of Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964: To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulation issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

11. Contract Certification Required Acknowledging Requirement of Section 109 of the Housing and Community Development Act of 1974. Section 109 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR Part 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under 24 CFR 570.

12. Contract Certification Required Acknowledging Requirement of Section 504 of the Rehabilitation Act of 1973, as amended. Section 504 of the Rehabilitation Act of 1973, as amended, and the regulations issued pursuant thereto, provides that no otherwise qualified handicapped individual in the United States, shall solely by reason of his/her handicap be excluded from the participation in, be denied the benefits of or be discriminated against under any program or activity receiving Federal financial assistance.

13. VERIFICATION OF CONTRACTOR ELIGIBILITY AND TERMINATION OF INELIGIBLE CONTRACTORS.

a. By the insertion of certification of eligibility clauses in all contracts and subcontracts, the prime contractor and all subcontractors state that they are eligible for award of a Federally assisted or insured contract. The local or State agency shall verify that all prime contractors are eligible prior to contract award by reviewing the current HUD List of Debarred, Suspended, or Ineligible Participants and the General Services Administration's Consolidated List of Debarred, Suspended and Ineligible

Contractors. These lists will be supplied by HUD and kept current. HUD Field Office Labor Relations Staff will similarly verify prime contractor eligibility, for contracts being directly administered by HUD. In both cases, prime contractors shall be informed, in preconstruction conferences, that it is their responsibility to employ only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.

b. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

14. Nondiscrimination Under the Age Discrimination Act of 1975, as amended. To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

15. Prohibition of Interest of Members, Officers, or Employees of City, Member of Local Governing Body or Other Public Official. No member, officer, employee, designee or agent of the City, no member of the governing body of the locality in which the program is situated and no other public official of such locality for localities who exercised any functions or responsibilities with respect to the subject matter of the Contract during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract. Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts; a provision prohibiting such interest pursuant to the mandates of this section.

16. Prohibition Against Payments of Bonus or Commission. In that Federal financial assistance is provided in connection with this Agreement, such assistance shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees for bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

17. Records and Accounts. The Contractor shall retain records for three (3) years from ending date of City's fiscal year (September 30) in which this contract is paid in full and/or all matters related to this Contract have been disposed of, whichever is later. Contractor shall at any time during normal business hours and as often as City and/or applicable Federal grantee agencies, including but not limited to the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the



Comptroller General of the United States, or any of their duly authorized representatives, may deem necessary, make available any books, documents, papers, and records which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts and transcripts. This clause is binding on all consultants and subcontractors employed by the Contractor in connection with the Project.

18. Community Development Block Grant Program Compliance. The Contractor shall comply with all other requirements of the City's Community Development Block Grant Program.

U.S. Department of Housing and Urban Development  
Community Development Block Grant Program

### FEDERAL LABOR STANDARDS PROVISIONS

#### 1. APPLICABILITY

The Project or Program to which the 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.

#### 2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

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

### 3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon work covered by the Contract, the City of Fort Lauderdale in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City of Fort Lauderdale may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the City of Fort Lauderdale, for and on account of the Contractor or the Subcontractor (as may be appropriate) to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

### 4. ANTICIPATED COST OF FRINGE BENEFITS

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

### 5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 STAT. 357-360; TITLE 40 U.S.C., SECTIONS 327-332)

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

b. Violation: Liability for Unpaid Wages Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the

clause set forth in paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

c. Withholding for Liquidated Damages. The City of Fort Lauderdale shall withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

d. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b) and (c) of this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts, which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## 6. EMPLOYMENT OF APPRENTICES/TRAINEES

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

b. Trainees. Except as provided in 20 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received

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

c. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 20 CFR Part 30.

#### 7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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

#### 8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (47 Stat. 948; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontractors to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

#### 9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or

reclassified conformably to the wage determination by the City of Fort Lauderdale and a report of the action taken shall be submitted by the City of Fort Lauderdale, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the City of Fort Lauderdale shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

#### 10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE-RATES

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

#### 11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

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

#### 12. 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 on in any other manner discriminated against by the Contractor or any Subcontractor because such employee has filed any complaint or 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.

#### 13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the City of Fort Lauderdale for referral by the letter through the Secretary of Labor, United States Department of Labor, whose

decision shall be final with respect thereto.

#### 14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

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

#### 15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor and each Subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the City of Fort Lauderdale. The Contractor shall submit weekly to the City of Fort Lauderdale two certified copies of all payrolls of the Contractor and of the Subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. Each such payroll shall contain the Weekly Statement of Compliance set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each Subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay, (including rates of contribution or costs anticipated of the types described in Section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.59 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) of the Davis-Bacon Act, the Contractor or the Subcontractor 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 and mechanics affected, in records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each Subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the City of Fort Lauderdale, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any Subcontractor during working hours on the job.

**16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES**

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

**17. INELIGIBLE SUBCONTRACTORS**

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City of Fort Lauderdale's prior written approval of the Subcontractor. The City of Fort Lauderdale will not approve any Subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

**18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS**

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

**19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS**

In addition to the clauses for termination of this Contract, as herein elsewhere set forth, the City of Fort Lauderdale reserves the right to terminate this Contract if the Contractor or any Subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS**

**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED  
PURSUANT THERETO BY THE SECRETARY OF LABOR  
UNITED STATES DEPARTMENT OF LABOR**

## TITLE 18, U.S.C., SECTION 874

(Replaces Section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C. Section 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

### KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever by force, intimidation or threat of procuring dismissal from employment, or by any other manner whatsoever, induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000.00 or imprisoned not more than five years, or both.

### SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat 948.62 Stat. 868, 62 Stat. 108, 72 Stat. 967, 40 USC, Sec 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans, or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

## TITLE 29 - LABOR

### Subtitle A - Office of the Secretary of Labor

#### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDINGS OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

##### Section 3.1 Purpose and scope.

This part describes "anti-kickback act" regulations under Section 2 of the Act of June 13, 1934, as amended, popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works, or buildings or



works financed in whole or in part by loans or grants from the United States. This part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, and in the enforcement of overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing or materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion" or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the Contractor or Subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or

indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages", regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "Any affiliated person" includes a spouse, child, parent, or other close relative of the Contractor or Subcontractor; a partner or officer of the Contractor or Subcontractor; a corporation closely connected with the Contractor or Subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies and instrumentalities.

### Section 3.3. Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each Contractor or Subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the Contractor or Subcontractor or by an authorized officer and employee of the Contractor or Subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance" or on an identical form on the back of WH 347, "Payroll (For Contractor's Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the

requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, January 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

**Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under Section 3.3 shall be delivered by the Contractor or Subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the Contractor or Subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each Contractor or Subcontractor shall preserve his weekly payroll records for a period of three years from date of completion or the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of labor.

**Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal Social Security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, Subcontractor or any affiliated

person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment or (ii) provided for in a bona fide collective bargaining agreement between the Contractor or Subcontractor and the representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly; by the Contractor or Subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the Contractor or that a Subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable costs" of board, lodging, or other facilities meeting the requirements of section 3 (m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under section 516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstance.

(c) The application shall state affirmatively that there is compliance in the standards set forth in the provisions of Section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed, in whole, or in part, by loans or grants from the United States covered by the regulations in this part, shall expressly bind the Contractor or Subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, Section 5.5(a) of this subtitle.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES AND EXHIBITS FOLLOW]**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
JONDA K. JOSEPH, City Clerk

Approved as to form:

\_\_\_\_\_  
CARRIE L. SARVER  
Assistant City Attorney

L:\CLS\AGREEMENTS\ENGINEERING AGMTS\Addendum to Contract Adding CDBG Language WEEKLEY 5-13-13.docx

**CONTRACTOR**

Weekley Asphalt Paving, Inc., a Florida profit corporation

**WITNESSES**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

**CORPORATE SEAL**

By \_\_\_\_\_

Print Name/Title

**ATTEST**

\_\_\_\_\_

Print Name/Title

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_, a Florida profit corporation, on behalf of the company.  They is personally known to me or  have produced \_\_\_\_\_ as identification and  did  did not take an oath.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Commission Number \_\_\_\_\_



## EXHIBIT "A"

### Federal Labor Standards Provisions

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

#### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 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 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 1010, 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.

## PROJECT WAGE RATE AND POSTERS

The wage rate contained herein was issued by the Department of Labor and may be superceded. It is being provided as the most current version available at the time this packet was prepared. Be advised that if this Wage Decision is modified by the Department of Labor before contract is executed, you will be obligated to comply with the most current version available at that time. The City of Fort Lauderdale will provide you with a copy of that Wage Decision.

You, the General Contractor, are responsible for reviewing this and any subsequent Wage Decision to determine if request for any additional wage determinations is necessary. **This is to be done prior to entering into contract.** If additional wage determination is necessary, you will find the appropriate form enclosed. Any requests for additional wage determinations must be approved by the Department of Labor.

The prevailing Wage Decision along with the posters enclosed **must** be displayed on the work site within easy access of all laborers and mechanics employed on the project.

Failure to comply with the requirements attached to this project's use of Federal funds may result in delay or denial of reimbursement authorization.

## **Wage Regulations**

Contractor must use the latest wages from the Branch of Construction Wage Determination, Wage and Hour Division, U.S. Department of Labor for all (and only) the CDBG/CRA funded work order.

**Request For Wage Determination And Response To Request**  
(Davis Bacon Act as Amended and Related Statutes)

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division



**FOR DEPARTMENT OF LABOR USE**

Mail Your Request To:

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Branch of Construction Contract Wage Determinations  
Washington, D.C. 20210

Response To Request

Use area determination issued for this area

Requesting Officer (Typed name and signature)

Department, Agency, or Bureau

Phone Number

Date of Request

Estimated Advertising Date

Estimated Bid Opening Date

The attached decision noted below is applicable to this project

Decision Number

Address to which wage determination should be mailed. (Print or type)

Date of Decision

Expires

Supersedes Decision Number

Approved

Prior Decision Number (if any)

Estimated \$ Value of Contract  
 Under 1/2 Mil  
 1/2 to 1 Mil  
 1 to 5 Mil  
 Over 5 Mil

Type of Work  
 Bldg.  
 Resid.  
 Highway  
 Heavy

Location of Project (City, County, State, Zip Code)

Description of Work (Be specific) (Print or type)

CHECK OR LIST CRAFTS NEEDED  
(Attach continuation sheet if needed)

- Asbestos workers
- Boilermakers
- Bricklayers
- Carpenters
- Cement masons
- Electricians
- Glaziers
- Ironworkers
- Laborers (Specify classes)
- Lathers
- Marble & tile setters, terrazzo workers
- Painters
- Piledrivers
- Plasterers
- Plumbers
- Roofers
- Sheet metal workers
- Soft floor layers
- Stearnifters
- Welders-rate for craft
- Truck drivers
- Power equipment operators (Specify types)

Other Crafts



# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

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

### OVERTIME

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

### ENFORCEMENT

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

### APPRENTICES

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



### PROPER PAY

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

City of Fort Lauderdale  
HOUSING AND COMMUNITY DEVELOPMENT DIVISION  
ATTN: DAVID HARVEY  
1409 N.W. 6 STREET  
FORT LAUDERDALE, FL 33311

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

For additional information:

 **1-866-4-USWAGE** 

(H) 866-487-9243 (T) 1-877-889-5627

**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO

## BAJO LA LEY DAVIS-BACON

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

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

#### SALARIOS PREVALECIENTES

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

#### SOBRETIEMPO

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

#### CUMPLIMIENTO

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

#### APRENDICES


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

#### PAGO APROPIADO

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

CITY OF FORT LAUDERDALE  
HOUSING & COMMUNITY DEVELOPMENT DIVISION  
ATTN: DAVID HARVEY  
1409 N.W. 6 STREET  
FORT LAUDERDALE, FL 33311


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



Para obtener información adicional:

# 1-866-4-USWAGE

(1-866-487-9243) TTY: (1-877-689-5627)



## WWW.WAGEHOUR.DOL.GOV

# Equal Employment Opportunity is

# THE LAW

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected.

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# La igualdad de oportunidades de empleo es

# LA LEY

## Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

### **RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA**

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

### **DISCAPACIDAD**

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

### **EDAD**

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

### **SEXO (SALARIOS)**

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

### **GENÉTICA**

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

### **REPRESENTAS**

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

### **QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN**

Existen plazas estrictas para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en [www.eeoc.gov](http://www.eeoc.gov) o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en [www.eeoc.gov](http://www.eeoc.gov).

## Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

### RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

### PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación (*Rehabilitation Act*) de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

### VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam (*Vietnam Era Veterans' Readjustment Assistance Act*) de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados

## Programas o actividades que reciben asistencia financiera federal

### RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciban asistencia financiera federal.

Versiones utilizables de la EEOC 9/02 y la OFCCP 8/08 con el Suplemento 11/09

(en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

### REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP.Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

### PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EEOC-P/E-1 (Revisado 11/09)

**EXHIBIT "B"**

**SUPPLEMENTAL GENERAL CONDITIONS**

**PART B. – FEDERAL CERTIFICATIONS AND AFFIDAVITS**

CERTIFICATION OF ELIGIBILITY OF PRIME CONTRACTOR

State of Florida )  
 ) ss.  
County of Broward)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is the \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "Prime Contractor";
- (2) He is fully informed that the Proposal submitted to the City of Fort Lauderdale, on the \_\_\_\_\_ projected located in Fort Lauderdale, Florida is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The prime contractor nor any of its officers, partners, owners or parties of interest is not named on the current HUD list of Debarred, Suspended or Ineligible Participants and the General Services Administration Consolidated List of Debarred, Suspended and Ineligible Contractors prior to award of the contract; and
- (4) The prime contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its contract with the City of Fort Lauderdale shall be terminated and the matter referred to the Department of Labor for its action; and
- (5) The prime contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The prime contractor acknowledges the responsibility that all of its subcontractors are to sign a "Certification of Eligibility of Subcontractors" as a part of its contract with the prime contractor, providing an originally executed copy to the City of Fort Lauderdale and should the subcontractor be subsequently found ineligible after award of the contract, its contract with the prime contractor shall be terminated and the matter referred to the Department of Labor for its action.

(Signed) \_\_\_\_\_  
(Title) \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. They are personally known to me or have produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida (Signature of Notary taking Acknowledgement)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped  
My Commission Expires:

\_\_\_\_\_  
Commission Number



CERTIFICATION OF ELIGIBILITY OF SUBCONTRACTORS

State of Florida )  
 ) ss  
County of Broward)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is the \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "Subcontractor";
- (2) He is fully informed that the subcontractor's Proposal submitted to \_\_\_\_\_ the contractor on the \_\_\_\_\_ project located in Fort Lauderdale, Florida is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The subcontractor nor any of its officers, partners, owners or parties of interest is not named on the current HUD list of Debarred, suspended or Ineligible Participants and the General Services Administration Consolidated List of Debarred, Suspended and Ineligible Contractors prior to award of the contract; and
- (4) The subcontractor acknowledges that should the subcontractor be subsequently found ineligible after award of the contract, its contract with the Prime Contractor shall be terminated and the matter referred to the Department of Labor for its action.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. They are personally known to me or have produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida (Signature of Notary taking Acknowledgment

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped  
My Commission Expires

\_\_\_\_\_  
Commission Number

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida )  
 ) ss  
County of Broward)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is the \_\_\_\_\_ of \_\_\_\_\_  
the Bidder that has submitted the attached Bid:

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

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

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

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_, by \_\_\_\_\_. They are personally known to  
me or have produced \_\_\_\_\_ as identification and did not (did)  
take an oath.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida (Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped  
My Commission Expires

\_\_\_\_\_  
Commission Number

SUBCONTRACTS

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a con-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the City of Fort Lauderdale.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Florida )
) ss
County of Broward)

\_\_\_\_\_ , being first duly sworn, deposes and says that:

(1) He is the \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in Fort Lauderdale, Florida;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal.

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Fort Lauderdale or any person interested in the proposed Contract; and

(5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

STATE OF FLORIDA:
COUNTY OF BROWARD;

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. They are personally known to me or have produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL

Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)0

Name of Notary Typed, Printed or Stamped
My Commission expires

Commission Number

CITY OF FORT LAUDERDALE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
PROPERTY REHABILITATION PROGRAM

CONTRACTOR'S OR SUBCONTRACTOR'S  
ACKNOWLEDGMENT OF AFFIRMATIVE STEP ASSURING BUSINESS UTILIZATION

RETURN TO: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

Community Development Division  
1409 NW 6<sup>th</sup> Street  
Fort Lauderdale, FL 33312

PROJECT NUMBER: \_\_\_\_\_

INFORMATION ON CONTRACTOR OR SUBCONTRACTOR

COMPANY NAME AND ADDRESS

TYPE OF YOUR BUSINESS ENTERPRISE

- Minority Business Enterprise\*  
 Women's Business Enterprise\*  
 Other

PHONE: \_\_\_\_\_

\*Definitions are provided in paragraph (c)

THE ABOVE NAMED IS:

- A Contractor  
 A Subcontractor

RACIAL/ETHNIC CHARACTER OF YOUR  
BUSINESS ENTITY:

- White  
 Black  
 American Indian/Alaskan Native  
 Hispanic  
 Asian/Pacific Islander

LEGAL STATUS OF COMPANY

- Corporation  Partnership  
 Sole Zproprietorship  Other

EMPLOYER'S I.D. NUMBER \_\_\_\_\_ (Also referred to as Federal I.D. Number)  
or SOCIAL SECURITY NUMBER OF PRINCIPAL: \_\_\_\_\_ (If you are in the  
process of applying for your Employer's I.D. Number or you are a sole proprietorship).

CONTRACTOR'S OR SUBCONTRACTOR'S ACKNOWLEDGMENT

1. The undersigned, having executed a contract or subcontract with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the construction of \_\_\_\_\_ or the provision of services for the above-identified project acknowledges that:
  - (a) The work related to this project is a Federally-assisted contract requiring compliance, to the greatest extent feasible, with Section 3 of the Housing and Urban Development Act of 1968, as prescribed within 24 CFR Part 135 and other rules, orders, or instructions that may be issued; and/or with applicable HUD policy announcements pertaining to its Minority Business Enterprise Program and/or applicable provisions contained in OMB CIRCULAR LETTER A-102, Attachment O addressing Contracting with Small and Minority Business Enterprise and Labor Surplus Area Firms.
  - (b) For purposes of this contract, a "Section 3 covered area" is the smallest general political geographic area in which the project is located or, in other words, the City limits of the City of Fort Lauderdale; except that maximum feasible priority shall be given toward utilization of businesses located within the neighborhood area in which the project is situated to the extent that is economically feasible and practical.

(c) For the purpose of this contract, a "Minority Business Enterprise" means a business, at least 51 percent of which is owned by minority group members. "Minority" means any person who is Black, Hispanic American, American Indian, Oriental American, American Eskimo, or American Aleut. Note that unless women fall within the above-described race/ethnicity class, they cannot be included in the minority count. Furthermore, a "Women's Business Enterprise" means a business at least 51% of which is owned by women and where the management of daily business operations is controlled by one or more of these persons.

(d) For the purpose of this contract, it is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The contractor or subcontractor(s) acknowledge applicability of all utilization goals specified in the contract and/or provided hereto and agrees to take affirmative business utilization steps which shall include the following to the extent applicable:

- (1) Including qualified targeted business as specified above, on solicitation lists.
- (2) Assuring that targeted businesses, as specified above, are solicited whenever they are potential sources.
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum targeted business participation, as specified above.
- (4) Where the requirements permit, establishing delivery schedules which will encourage participation by targeted business, as specified above.
- (5) Using the services and assistance of the City of Fort Lauderdale, the Federal Small Business Administration, the Federal Office of Minority Business Enterprises of the Department of Commerce and the Federal Community Services Administration as required.

2. The undersigned further acknowledges that:

(a) The response provided below is a true and correct statement concerning the following question. Will you at the time of contract or subcontract award contemplate any additional need for subcontracts, services or supplies from area-wide businesses and firms:

YES  NO: If yes and you need any assistance, contact the City of Fort Lauderdale's Community Development Division at 828-4527.

(b) The information submitted herein under no circumstances limits the responsibility of the contractor's or subcontractor's(s') requirement for taking affirmative action to ensure targeted business utilization in all contracts or subcontracts associated with this contract and/or in taking affirmative action regarding applicable utilization goals.

(c) The information submitted herein under no circumstances supersedes, modifies, limits or restricts any requirements of the Federal Government pertaining to this contract, particularly as may be required by the U.S. Comptroller General of the United States, the U.S. Office of Federal Contract Compliance, the U.S. Department of Housing and Urban Development or any of their duly authorized representatives.

\_\_\_\_\_  
Company Official's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Official's Name and Title

\_\_\_\_\_  
Date Signed

CITY OF FORT LAUDERDALE  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
 AND  
 PROPERTY REHABILITATION PROGRAM  
 CONTRACTOR OR SUBCONTRACTOR STATEMENT OF WORK FORCE NEEDS

RETURN TO: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

Community Development Division  
 1409 NW 6<sup>th</sup> Street  
 Fort Lauderdale, FL 33312

PROJECT NUMBER: \_\_\_\_\_

CONTRACTOR'S OR SUBCONTRACTOR'S STATEMENT

1. The undersigned, having executed a contract or subcontract with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

(a) The work related to this project is a Federally-assisted contract requiring compliance, to the greatest extent feasible, with Section 3 of the Housing and Urban Development Act of 1968, as prescribed within 24 CFR Part 135 and other rules, orders, or instructions that may be issued; and/or with applicable Requirements pertaining to Executive Order 11246, as amended by Executive Orders 11375 and 12086, as prescribed within 24 CFR Part 130, 41 CFR Part 60 and other rules, orders or instructions that may be issued.

(b) The following Statement of Work Force Needs is a true and correct analysis of the current work force needs for new applicants for employment and training opportunities with the firm, corporation, partnership or association at the time of contract award:

CONSTRUCTION TRADE WHERE WORKERS ARE NEEDED	CLASSIFICATION	NUMBER OF WORKERS
	Journey Worker	
	Apprentice	
	Laborer	
	Journey Worker	
	Apprentice	
	Laborer	
	Journey Worker	
	Apprentice	
	Laborer	
	Journey Worker	
	Apprentice	
	Laborer	
	Journey Worker	
	Apprentice	
	Laborer	

2. The undersigned further acknowledges that:

(a) The response provide below is a true and correct statement concerning the following question; will you at the time of contract or subcontract award have any work force needs;

[ ] YES [ ] NO: If yes and you need any assistance, contact the City of Fort Lauderdale Community Development Division at 828-4527.

(b) The information submitted herein under no circumstances limits the responsibility of the contractor's or subcontractor's(s') requirement for taking affirmative action to ensure equal employment opportunity in all contracts or subcontracts associated with this contract and/or in taking affirmative action regarding applicable utilization goals.

(c) The information submitted herein under no circumstances supersedes, modifies, limits or restricts any requirements of the Federal Government pertaining to this contract, particularly as may be required by the U.S. Comptroller General of the United States, the U.S. Office of Federal Contract Compliance, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives.

\_\_\_\_\_  
Company Official's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Official's Name and Title

\_\_\_\_\_  
Date Signed



CONTRACTOR OR SUBCONTRACTOR

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that we will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

Note: the penalty for making false statements in offers prescribed in 19 U.S.C. 1001.

Date \_\_\_\_\_, 20\_\_.

Official Address (including zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
	PROJECT NUMBER (If any)
	PROJECT NAME
c/o	

1. The undersigned, having executed a contract with \_\_\_\_\_ for the construction of the above identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended, 40 U.S.C. 276a-2(a).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:	
1. A SINGLE PROPRIETORSHIP	3. A CORPORATION ORGANIZED IN THE STATE OF
2. A PARTNERSHIP (Describe)	4. OTHER ORGANIZATION

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The name, title and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of interest are (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

\_\_\_\_\_  
(Contractor)

Attest \_\_\_\_\_

By \_\_\_\_\_

**WARNING**

Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, . . . makes, passes, 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."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
	PROJECT NUMBER (If any)
	PROJECT NAME
c/o	

1. The undersigned, having executed a contract with \_\_\_\_\_  
\_\_\_\_\_  
(Contractor or Subcontractor) for \_\_\_\_\_  
\_\_\_\_\_ (Nature of work)  
in the amount of \$ \_\_\_\_\_ in the construction of the above-identified  
project, certifies that:

- (a) The Labor Standards Provisions of The Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended 40 U.S.C. 276a-2(a).
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about (date) \_\_\_\_\_.

3. He certifies that:

(a) The legal name and the business address of the undersigned are: \_\_\_\_\_

(b) The undersigned is:

1. A SINGLE PROPRIETORSHIP	3. A CORPORATION ORGANIZED IN THE STATE OF _____
2. A PARTNERSHIP	4. OTHER ORGANIZATION

HUD-1422 (6-75)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state).

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state).

NAME	ADDRESS	TRADE CLASSIFICATION

\_\_\_\_\_  
(Contractor)

Attest \_\_\_\_\_

By \_\_\_\_\_

**WARNING**

Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, . . . . makes, passes, 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."