

General Contractor RFP BID DOCUMENTS

For

A Kid's Place of Tampa Bay, Inc.

Agency Name

Youth Center Construction

Project Name

1715 Lithia Pinecrest Road

Brandon, FL 33511

Project Address

AGENCY POINT OF CONTACT

AGENCY / DESIGNATED PROFESSIONAL NAME: A Kid's Place of Tampa Bay

CONTACT NAME AND TITLE: Samantha Mellen, Director of Development

CONTACT PHONE NUMBER: 813-381-3839

CONTACT EMAIL: smellen@akidsplacetb.org

DATE: 3/26/25

001 – Notice to Bidders (Advertisement Requirement)

002 – Instruction to Bidders

003 – Acknowledgement of Davis Bacon & Section 3 Requirements

004 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Transactions/Sam.gov Requirements

005 - Forms for General Bid

006 – Bid Acceptance Form

007 – Bid Documents *(Provided by Agency Designated Professional to Include in Packet)*

008 – Bid Submittal Requirements
(Provided by Agency Designated Professional to Include in Packet)

A Kid's Place of Tampa Bay, is undertaking a project and seeking a qualified General Contractor to perform the following scope of work:

A Kid's Place of Tampa Bay (AKP) is undertaking a project and seeking a qualified Contractor to perform the following Scope of Work: construct an 11,000+ square foot Activity Center on our existing campus. This facility will provide a safe, engaging, and multifunctional space for foster children, staff, and community partners. The Activity Center will include a large gathering area, flexible classrooms and office spaces, a gymnasium, a pool, and a covered basketball court at **1715 Lithia Pinecrest Rd. Brandon, FL 33511**

The project will include: following:

- Site preparation, grading, and foundation work.
- Structural framing, roofing, and exterior finishes.
- Interior construction, including walls, flooring, ceilings, lighting, and HVAC systems.
- Installation of all required electrical, plumbing, and mechanical systems.
- Construction of gymnasium, swimming pool, and covered basketball court with appropriate safety features.

It is AKP intent to seek fixed-price, with bids delineating the cost for all work described in the plans and specifications. **All bid documents can be obtained from AKP at www.akidsplacetb.org in the news & stories section.**

A mandatory Bid conference will be held in person at the project site **Wednesday, April 9, 2025, at 11:00 a.m. (EST)**. An overview of the project and site tour will take place. Submit all questions to AKP at smellen@akidsplacetb.org by EOD **Monday April,14 2025**. All responses will be answered by **EOD Wednesday April 16,2025**.

Sealed Bids need to be submitted in person to address listed by **5:00 EST on Wednesday April 23, 2025**. Bid and attachments shall be made attention to AKP and submitted in sealed envelopes marked "Bids for Improvements to Foster Care Facilities". Each bid must be completed and submitted in accordance with the instructions to Bidders. All Bidders will be notified of the results of the review on or before **Friday April 25, 2025**.

NOTICE TO BIDDERS / PROSPECTIVE CONTRACTOR(S)

This project, will be federally funded, in part through the Hillsborough County, Affordable Housing Services, with Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) and as such, the Bidder must comply with Presidential Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state, and local laws, regulations, and ordinances. All Bidders must adhere to 2 CFR 200.317 - 2 CFR 200.326. Note that the Awarded Contractor shall abide by Equal Opportunity of Employment and non-discrimination in the workplace. The successful bidder is required to pay workers on the project the minimum wage as determined in (FL20220065 01/05/2024) in the bidder's packet. The Awarding Authority reserves the right to reject any or all general bids, if it is determined to be in the public interest to do so, and if it determined that such bid does not represent the bid of a person competent to perform the work as specified or that less than three such bids were received and that the prices are not reasonable for acceptance.

The bids shall include detailed budgets and a schedule for the project. Provide a minimum of (2) references for projects with similar scope and size.

All bids must be submitted no later than:

Date: April 23,2025 by 5:00PM

Location of Project: 1715 Lithia Pinecrest Road, Brandon FL 33511

Contact Person: Samantha Mellen

Contact Phone Number: 813-381-3839

Bid Packages can be emailed: by April 23, 2025 by 5:00PM

Bid hard copy can be mailed or delivered by: April 23,2025 by 5:00PM

Bid Meeting Date: April 9,2025

Bid Time: 11:00 AM

Bid Location: A Kid's Place 1715 Lithia Pinecrest Road Brandon FL 33511

Bid Contact : Samantha Mellen smellen@akidsplacetb.org/ Evan Armstrong earmstrong@akidsplacetb.org

PROCEDURE

1. Attendees shall sign in to the meeting with their full name and company name when logging in or arriving on site. Only companies attending the meeting shall be eligible to turn in a bid. Failure to arrive at the meeting within the first half hour of meeting may disqualify the potential Bidder from participating in the bidding process, at the Agency's sole and absolute discretion.
2. The meeting will include a project overview, presentation of federal funding requirements, and in-person tour of the building.
3. Construction Documents will be provided via email to those who attend the meeting by the end of that day.
Email / Link: _____

All questions regarding the project scope must be submitted in writing to:

Contact Name: Samantha Mellen
The question period will be closed on:
Date: April 14, 2025
Time: 4:00PM

Responses to the questions will be issued as addenda to the construction documents and will be sent via email to all registered Bidders by:
Date: April 16, 2025
Time: 4:00PM

Sealed general bids for this project will be accepted from eligible Bidders at:
Contact Name: Samantha Mellen
Company Name: A Kid's Place of Tampa Bay
Address: 1715 Lithia Pinecrest Road Brandon, FL 33511
Email: smellen@akidsplacetb.org
Date and Time: April 23, 2025 by 5:00PM

The successful Bidder shall be notified no later than April 25, 2025

NOTICE TO BIDDERS / PROSPECTIVE CONTRACTOR(S)

This project, will be federally funded, in part through the Hillsborough County, Affordable Housing Services, with Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) and as such, the Bidder must comply with Presidential Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state, and local laws, regulations, and ordinances. All Bidders must adhere to 2 CFR 200.317 - 2 CFR 200.326.

E-Verify system requirements:

Effective July 1, 2023, State of Florida Law SB 1718 enforcing 448.095 F.S. requires private employers to use the E-Verify system for new employees, and retains the current law requirements for public employers, contractors, and subcontractors thereof to use the E Verify system and there is no minimum number of employees to induct the requirements.

Contractors and/or Subcontractors that have been debarred or suspended from working on federally funded programs or are the subject of unresolved complaints filed with the Florida Department of Business and Professional Regulation, are not eligible to participate. Contractors will also be expected to comply with all applicable City, County, State and Federal laws as they may apply to the project.

Contractors and subcontractors will be required to provide an affidavit confirming they are not currently debarred or suspended and are not aware of any pending complaints against them. Failure to submit the affidavit will result in your inability to move forward with work at the site.

Note: The successful Bidder must comply with the following:

1. You must pay workers on these projects **no less than** the **minimum wage as determined in the Wage Determination Decision** (link below) and will remain in place for the duration of construction. This may or may not be higher than you currently pay. This information is included in the Bidder's package.
 - a. <https://sam.gov/content/wage-determinations>
2. You **must make sure** that any contractor must provide equal protection under that law and ensure that employees are not discriminated against because of race, color, religion, sex, or national origin.
3. You **must comply** with the Housing and Urban Development requirements of Section 3 covered activities. Section 3 requires that job training, employment and contracting opportunities be directed to very low- and low-income persons or business owners who live in the project's area. (New Rule – 24 CFR Part 75)
 - a. [2019-06564.pdf \(federalregister.gov\)](https://www.federalregister.gov/documents/2019/06/26/2019-06564)
 - b. Section 3 FAQs Link:
<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>
 - c. Man-Hour Report
 - d. Section 3 and Targeted Section 3 Worker Self – Certification
 - e. HUD Reporting (Form 2516)
4. You may further be required to submit documentation pursuant to **Davis-Bacon requirements**.
 - a. Davis Bacon / Section 3 Acknowledgement form
 - b. Davis Bacon / Section 3 Workshop
 - c. Labor Standard Provisions (HUD-4010)
 - d. Certified Payroll and Basic Records (WH-347) - Regulations: 29 C.F.R. §§ 5.2(n)(1) and 5.5(a)(4)(i). <http://www.dol.gov/whd/forms/wh347instr.htm>
 - e. Certified Payroll accompanied by "Statement of Compliance" - Regulations: 29 C.F.R. §§ 5.2(n)(1) and 5.5(a)(4)(i).
 - f. Apprentice Program - Regulations: 29 C.F.R. §§ 5.2(n)(1) and 5.5(a)(4)(i).
 - g. Restitution Affidavit

5. You will further **be required to register with SAM.gov** to obtain a unique entity identifier used across the federal government if you do not already have one. DUNS numbers are no longer used, so if you have one you will have to update to the SAM.gov system.
 - a. <https://sam.gov/content/entity-registration>
 - b. Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions form for GC and all trades onboarded
6. Reimbursement Schedule / AIA Reporting; attachments
7. Any retainage held on the project shall not exceed five percent (5%) for projects up to 750k in funding and 10% for funding exceeding \$750k or as indicated in the funding agreement.
8. Contractors shall further comply with all applicable provisions of the Local Government Prompt Payment Act, Florida Statutes § 218.735(8).
9. All Contractors bidding upon work available through (City/County/ Agency program name) must familiarize themselves with the policies, procedures, materials, standards, and methods of construction contained herein. The Scope of work and the work write-up will refer to and incorporate these standards and all Contractors are expected to conform to the policies and guidelines contained herein.
10. If the Contractor employs subcontractors, the Contractor must hire subcontractors that are licensed and insured as required by law. Subcontractors hired shall be subject to the same requirements that apply to the Contractor awarded the work. The Contractor shall ensure that all applicable provisions are included in their contracts with the respective subcontractors. The Contractor shall not hire the Owner or any family member of the Owner to perform work on the property to be paid under this Contract.
11. The Department reserves the right to inspect all work performed by the Contractor at any time during the Construction.

The Agency, hereinafter the “Awarding Authority” reserves the right to reject any or all general bids, if it be in the public interest in doing so, and to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified or that less than three such bids were received and that the prices are not reasonable for acceptance.

INSTRUCTIONS TO BIDDERS

1.01 BIDDING PROCEDURE

- A. Bids for the work are subject to provisions of applicable local, state & federal laws and regulations. All regulations governing bidding must be followed.
- B. In the event of any inconsistencies between any of the provisions of these Contract Documents and of the applicable laws, anything herein to the contrary notwithstanding, the provisions of the said law shall control.
- C. No General Bid received by the Awarding Authority after the time respectively established herein for the opening of General Bids will be considered, regardless of the cause for the delay in the receipt of any such bid.

1.02 BID DATE / WALK THROUGH

- A. Bid Meeting Date and Time: April 9, 2025 11AM
- B. Bid Site Walk-Thru and Time: April 9, 2025 12PM
Project Address: 1715 Lithia Pinecrest Road, Brandon, FL 33511
The Walk-Through will start promptly at the time specified. Contractors may not begin to inspect the home or construction site before the Department staff arrives and the Walk-Through officially starts. Contractors are required to sign in, and those who do not sign in cannot bid on the project.

1.03 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Each Bidder shall visit the site of the proposed work and fully acquaint the Bidder with conditions as they exist and shall also thoroughly examine the Contract Documents. Failure of any Bidder to visit the site and acquaint the Bidder with the Contract Documents shall not relieve any Bidder from any obligation with respect to his bid.
- B. By submitting a bid, the Bidder agrees that the Contract Documents are adequate and that the required result can be produced. The successful Bidder shall furnish any and all labor, materials, insurance, permits and all other items needed to produce the required result to the satisfaction of the Awarding Authority.

Any changes to the Scope of Work will be discussed at the end of the walk-through to ensure that Contractors have made notes of all changes discussed during the walk-through for bid consistency. The owner will be notified of any changes to the original scope of work. This is an opportunity to advise the owner and contractors that the work agreed to at this meeting is final. Prior to the bid opening date, a revised and final work write-up, approved by the

homeowner, will be e-mailed, faxed, or mailed to all Contractors on the sign-in sheet. Bids must be submitted based on the updated/revised work write-up. Once the work is awarded, no changes will be made to the work write-up unless required or approved by the Building Department, Inspector, or other responsible party, and authorized by a change order. Failure to bid in accordance with the bid instructions may result in rejection of the Contractor's bid.

The Contractor shall provide a cost based on all items in the Scope of Work outlined in the bid sheet. Specifications will be provided for all work including, plumbing, electrical, HVAC, roofing materials, windows, doors, hardware, flooring, painting, garage doors, garage openers, insulation, ceramic tile, cabinets, counter tops, appliances, mirrors, fixtures, etc. This will ensure that Contractors are bidding on the same or like materials outlined in the Scope of Work. Contractors cannot deviate from the work specified on the work write-up.

Contractors cannot modify or negotiate changes to the work with the Owner. This is cause for removal from the Active Contractor List. If the Contractor has questions related to the work specified and the bid, all questions must be submitted in writing to the Department prior to the bid opening.

1.04 **WITHDRAWAL OF BIDS**

- A. Bids may be withdrawn prior to the time respectively established for the opening of General Bids only upon written request to the Awarding Authority.

1.05 **BID FORM**

- A. General Bids shall be submitted on the "FORM FOR GENERAL BID" enclosed. Erasures or other changes must be explained and noted by the signature of the Bidder.
- B. Bid forms must be completely filled in. Bids which are incomplete, conditional, or obscure, or which contain additions not called for in the bid request will be rejected.
- C. Bidders shall submit one set of executed bid forms to the Awarding Authority.

1.06 **AWARD**

- A. The awarding authority reserves the right to reject any or all bids, if it be in the Authority's interest to do so, and to act upon the bids and make its award in any lawful manner.

1.07 **SUBMISSION OF BIDS AND BID SECURITIES**

A. **SUBMISSION OF BIDS**

Response to the RFP with deadline of:

Date: April 23, 2025

Each bid submitted by a General Contractor shall be emailed as a courtesy to:

Contact Name: Evan Armstrong

Email: earmstrong@akidsplacetb.org
Subject line: "General Bid" for: A Kid's Place
Project Name: Foster Care Renovations

General Bid Hard copies must be delivered no later than 5 PM (the email alone is insufficient):

PLEASE WRITE THE BELOW ON ENVELOPE when mailed or overnighted :

To: *(Designated Professional)* Company Name:

A Kid's Place of Tampa Bay

To: *(Designated Professional)* Company Address:

1715 Lithia Pinecrest Road Brandon FL 33511

Re: Agency Name: AKP

Re: Project Name: Foster Care Renovations

From: *(Bidder)* Company Name: _____

From: *(Bidder)* Contact Name: _____

From: *(Bidder)* Company Address:

B. BONDS TO BE SECURED WITHIN 5 DAYS OF AWARD

I. BID BOND

1. As applicable, The General Contractor's bid must be accompanied by bid security in the amount of Five Percent (5%) of the bid amount which exceeds \$150,000.00.

Submit original bid bond along with hard copy by 5 PM: _____

2. **At the option of the Bidder**, the security may be bid bond, cash, certified, treasurer's or cashier's check issued by a responsible bank or trust company. No other type of bid security is acceptable. Bid Bonds shall be issued by a Surety Company qualified to do business under the laws of the State of Florida.

3. *Certified, Treasurer's or Cashier's check shall be made payable to:*

Agency Name: _____

II. PAYMENT AND PERFORMANCE BOND

1. The bid security shall secure the execution of the Contract and the furnishing of a Performance and Payment Bond by the successful General Bidder.

2. For all contracts that exceed \$150,000, the successful Bidder will be required to furnish and pay for the satisfactory Performance and Payment bond in the amount of 100% of the contract price. The successful Bidder will be required to furnish certificates of insurance in accordance with the General Conditions and Special Conditions of the project (as applicable).
3. Should any General Bidder to whom an award is made fail to enter into a contract within five (5) days, Saturdays, Sundays and Legal Holidays, excluded, after notice of award has been mailed to him or fail within such time to furnish a Performance Bond and also a Labor and Materials or Payment Bond as required, the amount so received from such General Bidder through his Bid Bond, Cash, Certified, Treasurer's or Cashier's check as bid deposit shall become the property of the Agency as liquidated damages; provided that, the amount of the bid deposit which becomes the property of shall not in any event exceed the difference between the bid price and the bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, a bona fide clerical error or mechanical error of a substantial nature, or other unforeseen circumstances affecting the Bidder, his deposit shall be returned to him.

1.08 **INSURANCE**

- A. The contractor shall purchase and maintain, at his expense, all insurance document required by the Contract shall be in accordance with the applicable laws of the State of Florida.
- B. The Contractor shall purchase and maintain such insurance as required in the Agency's Funding Agreement, Exhibit C. The insurance should cover the Contractor for claims under workmen's compensation acts and from claims for damages due to bodily injury, including death and all property damage including, without limitation, damage to buildings and adjoining property to the site of construction which might arise from and during operation under this contract, whether such work performed by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.
- C. The Agency shall be listed as Additional Insured with a Waiver of Subrogation on the insurance policy for this project.

1.09 **REGISTRATION WITH SYSTEM FOR AWARD MANAGEMENT (SAM)**

- A. All vendors, contractors, subcontractors, and agencies that wish to obtain **Federally funded** contracts must register in the System for Award Management (SAM). Instructions on registering in and using SAM can be found using the "Help" tab at www.sam.gov. Please notify and/or remind all current and prospective entities with which you may contract of the need to register in SAM.
- B. Additionally, 2 CFR § 200.212 requires that Federal grantees and subgrantees must not make any award...to "certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." In order to comply with this requirement, before awarding a CD-funded contract to a business or other organization, your agency must search for the entity in SAM, print the page documenting that the entity is not

excluded from receiving a Federally funded contract, and maintain this documentation in your procurement files.

1.10 AWARD OF CONTRACT

- A. Successful Bidders will be notified by email of award by:
Date: Monday July 8, 2024
- B. The Contract shall be awarded to the **lowest responsible, qualified and eligible** Bidder on the basis of competitive bids in accordance with the procedure set forth.
- C. If the Bidder selected fails to perform his/her agreement to execute a contract in accordance with the terms, as stated in his/her General Bid, an award shall be made to the next lowest responsible and eligible Bidder.
- D. The words "lowest responsible and eligible Bidder" shall be the Bidder whose price is the lowest of those Bidders possessing the skill, ability and integrity necessary to the faithful performance of the work and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, on the work and can meet the federal labor requirements of this Bid. Essential information in regard to such qualifications shall be submitted in such form as the Awarding Authority may require.

1.11 ARTICLES, ASSEMBLY, SYSTEM, PARTS OR COMPONENTS OF EQUAL QUALITY

- A. Except where otherwise specifically provided to the contrary, the words "or equal" are hereby inserted immediately following the name or description of each article, assembly, system, or any component part thereof, in the Contract Documents. It is the contractor's responsibility to provide all the research and documentation that would prove a product or assembly is "equal". Failure to provide research or documentation does not alleviate the contractor's responsibility to meet the schedule. Substitutions shall be submitted for Architect's/ Designated Professional review during the bid process as outlined in the specifications.

1.12 SCHEDULE

- A. **All work shall be completed by:**
Completion Date: June 30, 2026 provided we begin project by Start Date: June 2, 2025 (earlier start is desired).
- B. The Contractor shall confirm that there is more than enough time to order all the material in advance of the work so that all the construction work can be completed in a timely manner.
 - I. GC / Trade to submit construction baseline schedule for construction items. Include time for permitting, inspections, material deliveries, Authority review of plans; be as detailed as possible.
 - II. GC/Trade to submit look ahead schedule once work has commenced.

1.13 SITE ACCESS

- A. The successful Bidder shall gain access to the site as indicated and approved by the Owner.
 - I. The successful Bidder, as part of the bid price, will restore all roads, curbs, driveways, walks and grassed or landscaped areas damaged during construction.
 - II. Any damage to the interior or exterior of the building and/or any part of the property caused by the successful Bidder or their sub-contractors, will be restored fully by the successful Bidder who will be fully responsible for its cost.

1.14. **BUILDING PERMIT AND FEES**

The Contractor will comply with all building and code regulations and ordinances required by the Building Department. The Contractor will not be held responsible for pre-existing violations of code or building laws except where corrections of such violations are required within the scope of the contract. However, it may be that those violations may need to be corrected prior to starting work. It is the Contractor's responsibility to stay informed of all changes to the building code and *City/County/Agency* ordinances.

No work shall commence without the required permits. It is the responsibility of Contractor to ensure all subcontractors have necessary permits.

- A. Building permit fees will not be waived for this project, as required by Hillsborough County and City of Tampa, collectively hereinafter Authorities Having Jurisdiction (AHJs). The designated responsible party shall:
 - 1. Determine required permits / trade permit(s)
 - 2. Apply for applicable permits
 - 3. Provide applicable documents to obtain approval
 - 4. Pay applicable fees in a timely manner
 - 5. Properly schedule inspections and closeout All applicable permits

Please Note: Each Bidder must fill in all the blanks on all the bid forms, even if the information is “zero dollars” or “not applicable”. Also, please acknowledge all Addenda.

1.15 **CONSTRUCTION BARRICADES/ONSITE STORAGE/CONSTRUCTION DEBRIS REMOVAL/ SAFETY**

- A. The General Contractor (GC) shall provide all barricades to enclose the work area to prevent unauthorized access to the site. The GC will further ***provide any onsite storage*** needed for materials and containers for removal of construction debris as required for the project and permitted by the Agency as follows:
 - 1. Any temporary closures shall be planned ahead with the consent of the adjacent property owner.

2. The barricades shall provide enough room for all construction activities to be performed while separated from pedestrians, and authorized personnel on site.
 4. Safety including PPE is the sole responsibility of the Contractor and any barricades necessary to protect the work and the public shall be provided.
- B. The Contractor and Subcontractors will be solely responsible for the security and storage of their equipment, tools, and materials on the construction site. The Agency, Property Owner, the City/County/Agency, its employees, or affiliates will not be held liable for any losses or damages sustained during the construction project. The Contractor or their subcontractors shall not store equipment and materials on said property that is not used for the work described in the contract. Materials and equipment will be stored in such a way to protect the occupants or visitors from injury or incidents.
 - C. The Contractor agrees to keep the site cleared of trash and construction debris, cleaning the site daily.
 - D. The Contractor agrees to keep the construction site a safe working environment at all times. All trash and debris will be picked up during work, as well as tools and equipment when applicable, to ensure safety for the workers and Property Owner. Chemicals and flammables such as paint and solvents shall be removed daily or locked in a suitable secure location, to prevent accidents

1.16 **CONFLICT OF INTEREST**

- A. A Bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other Bidder for the same work, and that the Bidder is completing the bid documents solely on his/her own behalf without connection with, or obligation to, any undisclosed person or firm.

1.17 **ARBITRATION FOR SETTLEMENT OF DISPUTES:**

The Bidder shall agree to the settlement of any disputes by Arbitration and will waive their right to trial in doing so. Further, any arbitration costs related to the settlement of disputes shall be paid by the Bidder for himself and the Agency.

- A. Agency Name: _____
(**Circle one**) does / does not use Arbitration. Any and all references to arbitration shall be stricken from the contract as applicable.

1.18 **NOTICE TO PROCEED**

- A. No Bidder is to proceed without a **Notice to Proceed** as set out in the contract.

Date: _____

Project Name: _____

Project Address: _____

(Bidder) Contact Name: _____

(Bidder) Company /name: _____

(Bidder) Company Address: _____

A. Basic Price

The undersigned, having visited the site of the above project and having familiarized myself with the local conditions affecting the cost of the work and with the Bid documents, including any Amendments and/or Addendums provided as a supplement to the original Bid documents hereby proposes to furnish all bonds, labor, materials, tools, equipment, insurance, permits, taxes, and closeout document requirements to do and lawfully perform all things as provided in the plans and specifications in accordance with the Bid documents, for the sum of:

_____ Dollars, \$ _____

(Amount written in words)

- B. The undersigned agrees that, if Bidder is selected as the successful Bidder, Bidder will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid.
- C. The undersigned certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that Bidder will comply fully with all laws, regulations, and terms of these bid documents.
- D. The undersigned as Bidder certifies that if this proposal is accepted, Bidder will furnish to the Awarding Authority two (2) copies of any and all Material Safety Data Sheets or other documentation as required by Florida Law for any hazardous substances or materials used in this project.
- E. The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and **made without collusion or fraud** with any other person. As under in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

F. Completion Date:

Completion by, (Insert Date) : _____

Sincerely,

(Bidder)

(Address of Bidder)

By: _____
(Title - Owner*, Partner*)

(Seal, if Corporation) By: _____
(If Corporation - Name and Office)

Acknowledgment of Authorized Signatory, if a Corporation, Partnership or LLC

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) Corporation, duly authorized on behalf of the corporation. He/she is personally known to me ☐ or has produced (type of identification) as identification.

Notary Seal:

Notary Public

Printed Name of Notary Public
Commission Expires: _____

If Bidder is a partnership, state here the name and residence of each member thereof:

<u>Name of Partners</u>	<u>Residence Address</u>
1.	1.
2.	2.
3.	3.

If Bidder is a corporation, state here the title, name, and residence of each member thereof:

<u>Title</u>	<u>Name</u>	<u>Residence Address</u>
1.	1.	1.
2.	2.	2.
3.	3.	3.

Organized under the Laws of the State of _____

Date: _____

Wage Decision # (*insert Wage Decision #*) _____

A. Acceptance of Bid Proposal by Agency:

1. The Proposal for:

Agency Name: _____

Project Name: _____

Dated: _____

In the Amount of: _____ Dollars (\$)

_____ is **HEREBY ACCEPTED**, this _____ day of _____,

20_____, by _____.

(Name of person Authorized to Accept)

2. This Proposal contains Amendments or Addenda for:

(Describe changes in Amendment/Addenda or the Alternates)

B. Notice to Proceed

1. The Proceed Date is established on _____

By: _____

Attest: _____

BID DOCUMENTS

The following attachments must be used to provide a complete bid and to comply with the requirements of Hillsborough County Affordable Housing Grant:

- 01 Detailed Schedule of Values (Sample AIA G702/703)
- 02 Federal Labor Standards - HUD Form 4010
- 03 Wage Decision
Printed on: _____
Insert Wage Decision: _____
- 04 Guidance on MBE/WBE Outreach
- 05 Section 03 Requirements Plan and FAQ's
- 06 Drawing List (Provided by Designated Professional / Agency)
- 07A Construction Plans / Permit Plans / Plans / Design Criteria
(Provided by Designated Professional / Agency)
- 07B Specification(s) (Provided by Designated Professional / Agency)

BID SUBMITTAL REQUIREMENTS

(Bidder to Include the following, though not inclusive for consideration)

Included in the Invitation to Bid:

- Completed form for General Bid
- Acknowledgment of Davis Bacon & Section 3 Requirements
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Form

Included as Attachments:

- A detailed Summary of Work
- A detailed Project Budget- (See example exhibit - Detailed Schedule of Values. **Submit in PDF and Excel**)
- A detailed timeline for Project completion and Baseline Schedule.
- A list of permits required to complete project
- A list of sub-contractors required to complete project
- Identify the General Contractor project team
- A list of two references minimum as indicated for projects of similar scope
- Firm portfolio with examples of work performed in the past

FORM AND TEMPLATES

The following documents, which may change or be amended from time to time, will be used throughout the duration of the project to maintain Compliance with the program funding requirements and are therefore not inclusive:

1. Summary of Work
2. Project Closeout Checklist
3. Look Ahead Schedule Form
4. WH – 347 Form
5. For Contractor only - Sam.Gov Registration Checklist and Guide
6. E-Verify documents
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier covered Transactions Form
8. County Permit Expedited Letter Template
9. County Development Services Guide Documents
(other Jurisdictions would be discussed as applicable)
10. Wage Reporting and Bacon Davis Compliance information

Closeout Checklist Guide for Construction Projects
(Guide for Contractors – include in RFP packet)

- Original versions of Davis Bacon Certified Payrolls (final Certified Payroll should be marked as such)
- Final list of subcontractors
- Copies of all executed contracts/subcontracts
- Most recent proof of insurance for each contractor
- Photos of project progression, to include photos of finished project
- HUD 2516
- Final inspection reports, as applicable
- Approved permits (All), as applicable
- Certificate of final completion, as applicable
- Certificate of occupancy, as applicable
- Statement of Satisfaction (General Contractor and all Subcontractors
- Copies of manufacturer warranties / guarantees, as applicable
- As-Built Drawings (This would be provided to Development Services and Architect and/or Engineer of Record (EOR), if applicable
- Final Punch / Walk with Architect and/or Engineer of Record (EOR)/AHS/Non-Profit Agency addressing items.
- Final Lien Releases for all trades (Must be included in final pay request)
- Additional items may be required as necessary

Additional items to be provided by the General Contractor (and its trades) and given to the Owner / Sub-Recipient / Project Sponsor / Project Developer:

- GC minimum 1-year labor and parts / workmanship warranty
- Any added stock / Extra materials
- Operation and Maintenance Manuals (Typically for equipment)

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

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

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

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

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

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

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

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

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

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

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

4. Apprentices and equal employment opportunity

i. Apprentices

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

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

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

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

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

10. Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

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

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

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

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

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

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

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

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

Project: _____

Acknowledgement of Davis Bacon and Section 3 Requirements

The Contractor agrees to comply with Federal Labor Standards provisions (Form HUD-4010) and General Decision Number Hillsborough County _____ (Wage Determination), and Section 3 requirements (24 CFR Part 75).

Davis Bacon:

The undersigned hereby warrants and represents that all laborers and mechanics employed by the undersigned shall be paid not less than the wages prevailing in the locality of the development as predetermined by the Secretary of Labor pursuant to the Davis Bacon Act (40 USC 276a-276a5) and shall be paid overtime wages in accordance with the Contract Work Hours and Safety Standards Act (40 USC 327-332) as applicable.

Section 3:

The undersigned hereby warrants and represents that to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, will strive to comply with the minimum numerical goals established and attempt to reach the Section 3, will strive to comply with the minimum numerical goals established and attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 75.21. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and 24 CFR Part 75 is HUD's legislative directive for providing preference to low and very low-income residents of the local community, and the businesses that substantially employ these persons for new employment, training, and contracting opportunities resulting from government funded projects.

The undersigned also hereby warrants and represents to provide all records, forms or reports to evidence compliance with the Federal Labor Standards Provisions and with Section 3 Requirements.

General Contractor

Sub-Contractor

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

"General Decision Number: FL20240065 01/05/2024

Superseded General Decision Number: FL20230065

State: Florida

Construction Type: Residential

County: Hillsborough County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number Publication Date
0 01/05/2024

ENGI0487-032 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....	\$ 38.01	16.85
Group 3		
Cranes not described above.	\$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0397-004 07/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 34.00	17.07

SUFL2009-104 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Drywall Hanging, and Form Work.....	\$ 15.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.93 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 18.27	0.00
ELECTRICIAN.....	\$ 12.54 **	0.00
FENCE ERECTOR.....	\$ 14.00 **	0.75
GLAZIER.....	\$ 15.88 **	0.00
INSULATOR: Batt and Blown.....	\$ 12.41 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.25 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 14.53 **	0.00
LABORER: Common or General.....	\$ 9.21 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.29 **	0.00
LABORER: Pipelayer.....	\$ 15.14 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00
LABORER: Landscape and Irrigation.....	\$ 10.41 **	0.00
OPERATOR: Asphalt Paver.....	\$ 12.40 **	0.00

OPERATOR: Backhoe Loader Combo.....	\$ 17.04 **	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.25 **	0.00
OPERATOR: Bulldozer.....	\$ 12.67 **	0.00
OPERATOR: Distributor.....	\$ 11.41 **	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 14.00 **	0.00
OPERATOR: Loader.....	\$ 11.50 **	0.00
OPERATOR: Roller.....	\$ 10.62 **	0.00
OPERATOR: Screed.....	\$ 10.93 **	0.00
OPERATOR: Trackhoe.....	\$ 14.81 **	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).....	\$ 13.59 **	0.00
PLASTERER.....	\$ 13.91 **	0.00
PLUMBER.....	\$ 12.37 **	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 15.97 **	0.00
ROOFER: Metal Roof.....	\$ 16.99 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 14.82 **	0.00
TILE SETTER.....	\$ 16.00 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10 **	0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.:1235-0008
Expires: 04/30/2021

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Instructions for Completing Payroll Form, WH-347

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 04/30/2021.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or

regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

FREQUENTLY ASKED QUESTIONS

for

SECTION 3

Published: March 25, 2021

The following is a guidance document published by the Department of Housing and Urban Development Office of Field Policy and Management for the purpose of providing answers to frequently asked questions about Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75). This document is intended to provide guidance for Section 3 funding recipients, subrecipients, contractors, subcontractors, workers, and other stakeholders.

This guidance document covers questions in several topic areas and is divided into parts that contain questions on that part's topic.

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?
2. What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?
3. What Does “Section 3 Worker” Mean?
4. What Does “Targeted Section 3 Worker” Mean?
5. What Does “Section 3 Business Concern” mean?
6. How are low-income and very low-income determined?
7. What is YouthBuild?
8. As a funding recipient, what are my Section 3 reporting goals?
9. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?
10. What is a Section 3 project?
11. Who is considered a recipient of Section 3 funding?
12. What are funding thresholds and how do they apply to Section 3 covered financial assistance?
13. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?
14. Can a non-profit organization be considered a business concern for the purposes of Section 3?
15. What is a “Service Area” or “Neighborhood of the project”?
16. What if my agency does not meet all benchmark goals for employment or contracting?
17. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

II. APPLICABILITY:

1. What HUD assistance does Section 3 apply to?
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VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?
2. Where else can I file complaints alleging denied employment and contracting opportunities?

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

2. What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?

“Best efforts” and “greatest extent feasible” are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. *See* 12 U.S.C. 1701u(b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

HUD acknowledges that some perceive “best efforts” to be the more rigorous standard, while others perceive “greatest extent feasible” to be the more rigorous standard. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes as a result of these efforts. A recipient's reported results will be compared to the outcome metrics defined in the benchmark notice. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulation at 24 CFR §§ 75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3

workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

3. What Does “Section 3 Worker” Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);
2. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
3. The worker is a YouthBuild participant.

4. What Does “Targeted Section 3 Worker” Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - (ii) A YouthBuild participant.

5. What Does “Section 3 Business Concern” mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

6. How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>.

7. What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here: <https://www.dol.gov/agencies/eta/youth/youthbuild>.

8. As a funding recipient, what are my Section 3 reporting goals?

Your Section 3 reporting goals depend on the type of assistance you are receiving, whether public housing financial assistance or housing and community development financial assistance.

For public housing financial assistance, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the *5 percent* is included as part of the *25 percent* threshold.

9. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The standards provided under this regulation are based on income-level and location. Section 3 regulations were designed to encourage recipients of HUD

funding to direct employment, training, and contracting opportunities to low-income individuals, and the businesses that employ these persons within their community regardless of race and/or gender.

Minority Business Enterprise (MBE) means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

Women's Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.

Section 3 standards are race and gender neutral. A minority and/or woman owned business enterprise must provide evidence that it meets at least one criterion of a Section 3 business concern outlined above in order to receive preference under Section 3. However, the Department anticipates that Section 3 will serve to support, and not impede, contract opportunities for minority business enterprises.

The MBE designation may provide preferences promoted by other statutes and regulations, such as goals for MBEs and other socially and economically disadvantaged businesses.

To learn more about the Minority Business Enterprise and Women Business Enterprise programs, please contact HUD's Office of Small and Disadvantaged Business Utilization at 202-708-1428, or visit their website, located at: https://www.hud.gov/program_offices/sdb.

10. What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*); and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). (See Question 12 of this part I of these FAQs for more detail regarding Lead Hazard Control and Healthy Homes programs.)

The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

11. Who is considered a recipient of Section 3 funding?

A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.

12. What are funding thresholds and how do they apply to Section 3 covered financial assistance?

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public housing programs. The requirements of Section 3 apply to all programs receiving public housing financial assistance regardless of the amount of assistance received from HUD. Section 3 also applies to the entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance.

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000 (Lead Hazard Control and Healthy Homes (LHCHH) assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold).

The threshold is \$100,000 when the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992. LHCHH programs require Section 3 compliance if there is over \$100,000 of LHCHH funding for the project (neither HUD public housing financial assistance nor HUD housing and community development financial assistance is included in calculating whether the assistance exceeds the \$100,000 threshold). Recipients of LHCHH funding will also be required to comply with Section 3 regulations and report on the entirety of the project when the total amount of HUD housing and community development financial assistance to the project exceeds \$200,000 (LHCHH funding is not included in calculating whether the total assistance exceeds the \$200,000 threshold), or if any public housing financial assistance is provided.

13. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

For public housing financial assistance, Public Housing Authorities (PHAs), regardless of size or number of public housing units, are required to comply with Section 3 and its reporting requirements. However, small PHAs (fewer than 250 units) are permitted to report qualitatively as permitted under 24 CFR § 75.15(d). Some examples of those qualitative efforts are listed in the answer to Question 15.

As previously stated, Section 3 also applies to projects with more than \$200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership
- Housing Trust Fund (HTF)
- Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Emergency Solutions Grants (ESG)
- University Partnership Grants

- Economic Stimulus Funds
- 202/811 Grants
- Lead Hazard Control Grants (\$100,000 threshold; see Question 12, above, in this part I of these FAQs)
- Healthy Homes Production Grants (\$100,000 threshold; see Question 12, above, in this part I)
- Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD's RAD website, www.hud.gov/rad/)

*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact Section3@hud.gov to determine applicability to a particular project/activity.

14. Can a non-profit organization be considered a business concern for the purposes of Section 3?

Yes. A non-profit organization can be a business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR § 75.5 in order to receive Section 3 preference. See response to Question 5 above.

15. What is a “Service Area” or “Neighborhood of the project”?

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

16. What if my agency does not meet all benchmark goals for employment or contracting?

If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

17. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

Yes. Recipients will be considered to have complied with Section 3 requirements, in the absence of evidence to the contrary, if they meet all benchmark goals and certify compliance with prioritization requirements found in 24 CFR § 75.9 or §75.19. However, if subsequent HUD enforcement activities reveal that the recipient has failed to comply with the recipient responsibilities set forth at 24 CFR §75.13 or §75.23, this compliance determination may be rescinded.

II. APPLICABILITY:

1. What HUD assistance does Section 3 apply to?

Section 3 applies to both:

a) Public Housing Financial Assistance –

- (i) Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
- (iii) Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).

b) Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction. See Question #2 below for applicability thresholds.

2. Do the requirements of Section 3 apply to grantees on a per project basis?

Yes, for housing and community development financial assistance projects. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. See Question 12 of part I of these FAQs.

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD.

3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds (listed in Section I, Question #11).

For RAD projects, Section 3 applies regardless of what money is used to pay for repairs. Per the RAD Notice, “While most RAD conversions do not utilize funding covered by Section 3, HUD has established the alternative requirement that any Work required by the conversion after the RAD Closing that involves housing rehabilitation or housing construction is subject to the Section 3 requirements applicable to housing and community development activities as set forth in 12 U.S.C. 1701u(c)(2) and (d)(2) and the regulations derived from such provisions except that, with the exception of transactions receiving HUD housing and community development assistance, such as CDBG (24 CFR part 570) or HOME (24 CFR part 92), first priority for employment and other economic

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opportunities shall be given to residents of public housing or Section 8 assisted housing. Otherwise, the receipt of Section 8 rental assistance does not, in itself, trigger the applicability of Section 3.”

4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

5. Do the Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged but not required. However, a contract to replace windows that includes the removal of existing windows and the installation of new windows would be covered due to the involvement of labor.

6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?

No. Section 8 project-based voucher or project-based rental assistance housing assistance payment contracts, are not covered by the statute, including properties converted through the Rental Assistance Demonstration (RAD).

7. Are maintenance projects covered by Section 3?

Yes, but only for PIH funded programs administered by Public Housing Authorities.

8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

No, reduction and abatement of lead-based paint hazards focuses on mitigating lead paint hazards only, not conducting general rehabilitation activities.

9. Are demolition projects covered by the requirements of Section 3?

Yes. Recipients of assistance covered by Section 3 should, where feasible, comply with Section 3 benchmarks.

10. Are professional service contracts required to be reported under Section 3?

No, professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services.

However, professional services staff labor hours are permitted to be reported and PHAs will be given credit for reporting opportunities created for professional services by including professional services labor hours in the numerator, and not in the denominator, of the reported outcome ratios. The reporting structure in the rule allows a recipient to count any work performed by a professional services Section 3 worker or Targeted Section 3 worker as Section 3 labor hours and as Targeted Section 3 labor hours (i.e., in the numerator of the calculation), even when the professional services as a whole are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a recipient a bonus if they are able to report Section 3 hires in the professional services context.

11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds \$200,000, then Section 3 applies to the project.

12. Does Section 3 apply to labor hours by a Public Housing Authority?

Yes. Section 3 applies to all Public Housing capital, operating, or development funds.

III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3?

Yes. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, recipients of Section 3-covered assistance are required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations.

2. What is the relationship between Section 3 and Davis Bacon requirements?

Compliance with Section 3 must be achieved consistent with the requirements of Davis-Bacon. Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and implementing U.S. Department of Labor regulations in 29 CFR Part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public housing projects are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. (24 CFR § 965.101).

3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

After the Section 3 new rule went into effect on November 30, 2020, Tribes and Tribally Designated Housing Entities under the Indian Housing Block Grant and Indian Community Development Block Grant programs are no longer required comply with Section 3 requirements.

The new rule at 24 CFR part 75 provides that contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR part 75. These responsibilities include but are not limited to the following:

Designing and implementing procedures to comply with the requirements of Section 3: Recipient agencies must take an **active role** in ensuring Section 3 compliance. The first step is implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3 and maintain records verifying that compliance.

Facilitating the training and employment of Section 3 workers: The recipient agency must act as a facilitator, connecting Section 3 workers to training and employment opportunities.

Facilitating the award of contracts to Section 3 business concerns: The recipient agency must also work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

Ensuring Contractor and Subcontractor Awareness of and Compliance with Section 3 Benchmarks and responsibilities: The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

Ensuring Compliance and Meeting Numerical Benchmarks: Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; penalizing non-compliance; providing incentives for good performance; and refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

Reporting Requirements: Recipient agencies must document all actions taken to comply with the requirements of Section 3 and report these activities either through the Section 3 Performance Evaluation and Registration System (SPEARS), for Public Housing financial assistance, or any reporting system designated by program areas overseeing other funding.

2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule?

On and after November 30, 2020, Section 3 regulations codified at 24 CFR Part 135 (the old rule) have not applied and will not apply to new grants, commitments, contracts, or projects. Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in SPEARS.

HUD does not require funding recipients to change or alter contracts that were in place prior to the new Section 3 requirements becoming effective on November 30, 2020.

3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?

Projects for which assistance or funds are committed between November 30, 2020 and July 1, 2021 are subject to the new Section 3 regulations found in 24 CFR part 75, and HUD expects that funding recipients will begin following this final rule's requirements for new grants, commitments, and contracts. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 for these projects but will not be required to report to HUD on the requirements found in 24 CFR part 75.

During the transition period between November 30, 2020 and July 1, 2021, recipients are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, funding recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, recipients continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons and businesses that provide economic opportunities to low- and very low-income persons.

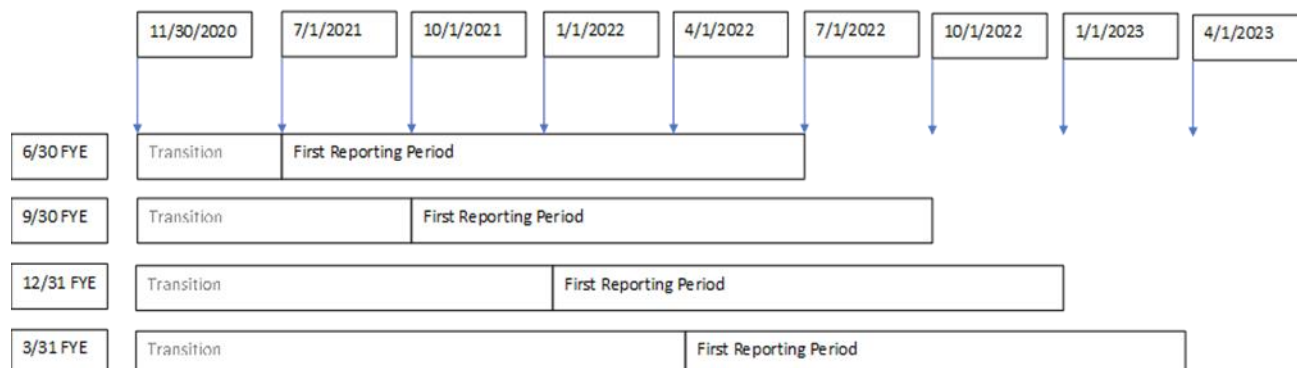
Recipients and employers should use this time to update policies and procedures for tracking labor hours and other requirements to ensure compliance with the new rules for projects for which funds are committed on or after July 1, 2021.

4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?

As of November 30, 2020, PHAs' requirement to report their Section 3 activities and efforts starts 60 days after the end of their first fiscal year that begins after July 1, 2021. Please see the charts below for examples of PHA reporting schedules:

Fiscal Year End	New Reporting Period Begins	New Reporting Period Ends
6/30/21	7/1/21	6/30/22
9/30/21	10/1/21	9/30/22
12/31/21	1/1/22	12/13/22
3/31/22	4/1/22	3/31/23

Section 3 Transition



5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?

All recipients of public housing financial assistance are required to follow the new Section 3 regulations found in 24 CFR part 75 beginning on November 30, 2020, and HUD expects that funding recipients and employers will begin following this final rule's requirements for new grants, commitments, and contracts on and after this date. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 but will not be required to report in SPEARS on the requirements found in 24 CFR part 75 until the recipient's first full fiscal year after July 1, 2021, as indicated in Question #4 above.

During the transition period between November 30, 2020 and a PHA or other recipient's required reporting start date, employers and grantees are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, PHAs and other recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, PHA's continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons, tenants of public and assisted housing, and businesses that provide economic opportunities to low- and very low-income persons.

6. What are good strategies for targeting Section 3 workers and businesses?

In order to successfully target Section 3 workers and businesses for employment and contracting opportunities, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities is instrumental in reaching Section 3's employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 workers and Section 3 business concerns for employment and contracting opportunities. Thereafter, they should maintain a list of eligible workers and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 regulations at 24 CFR § 75.15(b) and § 75.25(b) for a listing of qualitative efforts.

7. Are funds provided to recipients so that they can comply with the requirements of Section 3?

No. Funding has not been appropriated for Section 3 compliance. Section 3 requirements are only triggered when the normal expenditure of covered funds results in employment, training, or contracting opportunities.

8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

9. Are recipients, developers, and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment?

Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities. Benchmark goals include the calculation of all Section 3 worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project.

Recipients, developers, and contractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?

A Small Public Housing Agency (less than 250 units) may elect to not report on labor hours. If the agency does elect not to report on labor hours, it is required to report solely on qualitative efforts as permitted in 24 CFR § 75.15(d).

11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

No. Recipients are not required to request contractors to make payments into a fund.

V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g., the PHA, city, or local government). They should identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation that the recipient agency requires under their certification procedures. Prospective Section 3 workers and business concerns may self-certify that they meet the requirements as defined in the regulations. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns.

2. What documentation must be maintained by HUD recipients, subrecipients, contractors, and/or subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For a worker to qualify as a *Section 3 worker*, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a *Targeted Section 3 worker*, one of the following must be maintained:

For Public Housing Financial Assistance projects:

- (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (ii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iv) A worker's certification that the worker is a YouthBuild participant.

For Housing and Community Development Financial Assistance projects:

- (i) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- (ii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iii) A worker's self-certification that the worker is a YouthBuild participant.

The documentation must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation..

A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility. Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

5. Are all public housing residents considered Section 3 workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal and state procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

7. Can contracting with MBE/WBE businesses count towards Section 3 benchmarks?

It depends. Section 3 is race and gender neutral. Only MBEs/WBEs that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

8. Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?

To find local recipients' agencies, Section 3 residents or businesses should contact their local HUD office. To find your closest office, visit: www.hud.gov/localoffices.

2. How can I find Section 3 business concerns in my area?

Contact local recipient agencies to find Section 3 business concerns in your area. Section 3 business concerns that have registered in the Section 3 Business Registry are also available at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>.

3. Do the benchmark requirements only count toward new hires?

No, the rule does not apply to only new hires, but if someone is currently on staff and qualifies as a Section 3 resident under 24 CFR part 135, they will need to re-certify as either a Section 3 worker or Targeted Section 3 worker under 24 CFR part 75.

4. Should PHA's report on staff hours?

Yes, but not all PHA staff qualify as Section 3 workers. Only PHA staff that meet the definition of a Section 3 worker or Targeted Section 3 worker would qualify to be counted toward total Section 3 or Targeted Section 3 labor hours. Once a PHA determines that a Section 3 worker or Targeted Section 3 worker is hired or currently employed, the PHA would just report those hours as the numerator over the total labor hours funded with public housing financial assistance as the denominator.

5. What category of PHA Staff should be included?

Both salaried and hourly workers need to be reported. There is a limited good faith assessment exception for PHAs and other recipient employers of hourly and salaried workers that are not subject to requirements specifying time and attendance reporting and do not have systems already in place to track labor hours. This exception is to address employers that do not already track labor hours without making changes in time and attendance or payroll.

6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?

The Section 3 benchmarks are minimum targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers. If an agency fails to fully meet the Section 3 benchmarks, they must adequately document the efforts taken to meet the numerical goals (see Question #9 for a discussion of safe harbor.)

7. Will there be changes to the benchmark requirements?

The Secretary of Housing and Urban Development is required in the Benchmark Notice published in the Federal Register to review and update the Benchmarks by Federal Register notice no less frequently than once every three years.

8. What is considered "other" public construction?

Other public construction includes infrastructure work, such as extending water and sewage lines, sidewalk repairs, site preparation, and installing conduits for utility services.

9. What is the meaning of the safe harbor determination?

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

2. Where else can I file complaints alleging denied employment and contracting opportunities?

You may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about your rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE ENTIRE FORM)

- 1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.
- 3) By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 4) The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 5) The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 6) The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 7) The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

The balance of this page is intentionally left blank

Attestation/Signature Page to Follow

DEBARMENT CERTIFICATION ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____,

20____ by _____ of _____,
(Authorized Signer) (Company Name)

a Florida for profit ☐ or limited liability company ☐, on behalf of the corporation ☐/limited

liability company ☐. He/she is personally known to me or has produced _____
(Type of ID)

as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____



HillsGovHub

User Guide

Create a Preliminary Building Plan Review Record



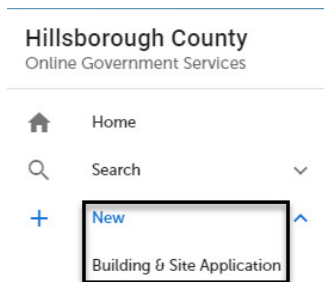
**Hillsborough
County** Florida

SM

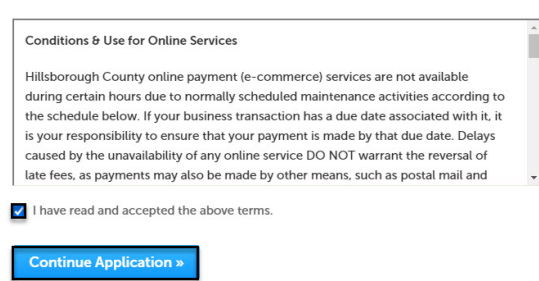
Create a Preliminary Building Plan Review Record

The Preliminary Plan Review process allows the project design team time to meet with the building plan examination staff to present design documents, discuss code items, and inquire about the process prior to submitting for a permit. The submitted plan set should be at 75% construction documents to allow staff to provide feedback

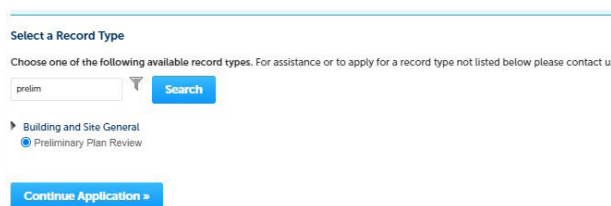
- 1) Log in to the [portal](#).
- 2) Select **New** and **Building and Site Application** from the left-hand menu.



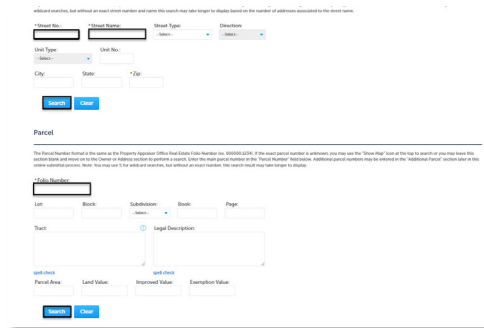
- 3) Review the **Conditions & Use for Online Services** and select the box next to 'I have read and accepted the above terms' to accept.



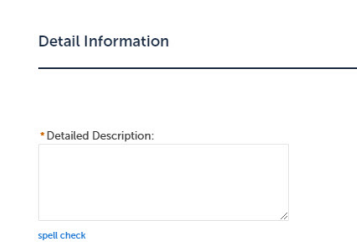
- 4) Select **Continue Application** to proceed to the **Select a Record Type** page.
- 5) Enter 'Prelim' in the search box and select **Search** or select **Preliminary Plan Review** from the **Building and Site General** menu. Select the circle next to the application type and select **Continue Application** to proceed to **Application Information** page.



- 6) Enter the **Street No.** and **Street Name** for the property in the address section and select **Search**, or enter the **Folio Number** and select **Search**.

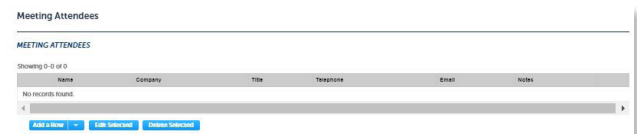


- 7) Select **Continue Application** to proceed to the **Application Detail** page.
- 8) Enter the detailed description of the application in the **Detailed Information** section. In this space, please enter detailed information about the request.



- 9) Complete the **Application Information** fields. Required fields are marked with a red asterisk.
- 10) Complete the custom lists, if applicable.

- Select **Add a Row** for the **Meeting Attendees** custom list if there are additional meeting attendees.



- Select **Add a Row** for the **Related Records** custom list if there are related records. A Related Record is any other record that may be associated with your current project.



- 11) Select **Continue Application** to proceed to the **Contact Information** page.

- 12) Select the contact information for the **Applicant** by selecting from the account or adding a new contact.

Step 1: Required Information > Contact Information

License Applicant

Select "Select from Account" to select the contact associated to the login account or select "Add New" if you are entering the application for someone else. An applicant is required to submit the application.

[Select from Account](#) [Add New](#)

- Select from Account** - select a contact associated to the account.
 - Add New** - add a new contact not associated to the account.
- 13) Add additional contacts to the application, if applicable, by selecting **Select from Account**, **Add New**, or **Look Up**. Multiple contacts can be added. Contacts on the record will have access to the record and will receive correspondence regarding the record. The **Look Up** should be selected first.
- Select from Account** - select a contact associated to the account.
 - Add New** - add a new contact not associated to the account.
 - Look Up** - select an existing contact in the system.

Contact List

TO ADD MULTIPLE CONTACTS:

- Select "Select from Account" to select the contact tied to the login account.
- Select the Contact Type.
- Click on the "Continue" button.

Select "Look Up" to select a contact not associated to the login account.

- Enter search criteria such as the email address.
- Click on the "Look Up" button.
- Select the Contact.
- Click on the "Continue" button.
- Select the Contact Type.
- Click on the "Continue" button.

[Select from Account](#) [Add New](#) [Look Up](#)

Showing 0 of 0

Full Name	Business Name	Contact Type	Work Phone	Fax	E-mail	Action
No records found.						

[Save and resume later](#) [Continue Application >](#)

- 14) Select **Look Up** to search and add Licensed Professional(s) to the application. A License Professional is not required to submit the application.

Licensed Professional

TO ADD MULTIPLE LICENSED PROFESSIONALS:

- Click on the "Look Up" button.
- Enter search criteria such as the license number.
- Click on the "Look Up" button.
- Select one or more Licensed Professionals by placing a checkmark in the box next to Licensed Professional of interest.
- Click on the "Confirm" button.
- Click on the "Look Up" button to add additional Licensed Professionals of a different License Type OR click on the "Continue Application" button to continue with the application.

[Look Up](#)

- 15) Select **Continue Application** to proceed to the **Review** page. Review the application. If changes are needed, select **Edit** to edit the applicable section of the application.

Step 2: Review

Please review all information below. Click the "Edit" buttons to make changes to sections or "Continue Application" to move on.

Record Type

[Save and resume later](#) [Continue Application >](#)

- 16) Select **Continue Application** to proceed to the **Pay Fees** page. Review the fees and select **Check Out**.

Step 4: Pay Fees

Listed below are preliminary fees based upon the information you've entered. Some fees are based on the quantity of work items installed or repaired. Enter quantities where applicable. The following screen will display your total fees.

Application Fees

Fees	Qty.	Amount
Commercial Low Voltage (Burglar Alarm)	3	\$195.00

TOTAL FEES: \$195.00

Note: This does not include additional inspection fees which may be assessed later.


[Check Out >](#) [Continue Shopping >](#)

Please note: Credit cards are the only payment method currently accepted online.

- 17) Select **Check Out** to proceed to **Payment Information** page. Complete the payment information fields and select **Submit Payment** to submit the application and payment. The system will display confirmation the application was received successfully and will send an email confirmation to the contacts on the application. Select **View Receipt** to open the Receipt.

Step 3: Receipt/Record Issuance

Receipt

 Your application(s) has been successfully submitted. Please print your record(s) and retain a copy for your records.


[Print/View Receipt](#)

[View Receipt](#)

- 18) Select **Upload Plans and Documents** to submit the project plans.

Step 3: Receipt/Record Issuance

Receipt

 Your application(s) has been successfully submitted. Please print your record(s) and retain a copy for your records.

[Print/View Receipt](#)

[View Receipt](#)

[Upload Plans and Documents](#) [View Receipt](#)

- 19) Enter a summary of the plans and documents to be uploaded in the **Description** field and select **Continue**.

1 Information 2 File Processing 3 Sheet Versioning 4 Review

Step 1: Information

Review packages are a set of plans and documents submitted for a review cycle.

General

Plan/Document Submittal # 1

Description 



[Continue](#)

- 20) Drag and drop files(s). Please remember to include a table of contents using appropriate sheet numbers in your files to significantly streamline the upload process.

IMPORTANT: Ensure you upload a document containing a list of questions and special requests for your preliminary plan review request.

- 21) Select the document type of each document and select **Upload and Validate**.

Step 2: Add & Process Files

Browse or drag and drop the desired files to upload. Once all files are added, the Upload and Validate button is displayed. Click on it to validate the files and add them to your review package. When all of the desired files are uploaded and validated, click the Process Files button to prepare your files for review.

Note: Please do not combine plans and documents of various types into a single PDF document.

Drag and drop files here or

Upload

Supporting Documentation.pdf	Supporting Documents	Description	
NOC.pdf	Notice of Commencement	Description	
Plans.pdf	Building Plans - Digitally Signed and Sealed	Description	

Upload and Validate

- 22) Select **Process Files** after the file validation is complete. The document status will update to 'VALIDATED' once complete. The processing step may take some time depending on the size of the files. It is ok to close the window as an email will be sent once the processing is complete.

Drag and drop files here or

Upload

Files

Name	Description	Type	Status	Uploaded By	Uploaded Date	Signature
Supporting Documentation.pdf	Supporting Documents		VALIDATED	Melissa Cheung	12/17/2020	
NOC.pdf	Notice of Commencement		VALIDATED	Melissa Cheung	12/17/2020	
Plans.pdf	Building Plans - Digitally Signed and Sealed		VALIDATED	Melissa Cheung	12/17/2020	

Process Files

- 23) Select **Continue** once the processing is complete.

Drag and drop files here or

Upload

Files

Name	Description	Type	Status	Uploaded By	Uploaded Date	Signature
Supporting Documentation.pdf	Supporting Documents		VALIDATED	Melissa Cheung	12/17/2020	
NOC.pdf	Notice of Commencement		VALIDATED	Melissa Cheung	12/17/2020	
Plans.pdf	Building Plans - Digitally Signed and Sealed		VALIDATED	Melissa Cheung	12/17/2020	

Your files have been processed, you can proceed now to verify your items.

Continue

- 24) Enter the sheet numbers for any pages missing a sheet number. It is important to create a table of contents when creating the plans to avoid this step. Title blocks must follow the County's placement and naming standards.

PLAN

GE LEFT

1

Sheet number

Sheet number is required

Sheet title (optional)

Plans.pdf (Page: 2)

- 25) Select **Continue** to proceed to the **Review** page. Select **Edit** if changes are needed. If no changes are needed select **Finish**. The system will display a message and send an email confirmation that the review package was received.

Step 4: Review

Please review the information below and ensure you have uploaded all of the plans and documents for this review cycle. Click the Edit buttons to make any needed changes or to upload any remaining documents. Once you click Finish, your review cycle will begin and additional documents cannot be uploaded until after the review cycle has been completed.

Finish

General

Plan/Document Submittal # 1

Files

These are all the files that will be submitted with this package.

Name	Description	Type	Status	Uploaded By	Uploaded Date	Signature
Supporting Documentation.pdf	Supporting Documents		PROCESSED	Melissa Cheung	12/17/2020	
NOC.pdf	Notice of Commencement		PROCESSED	Melissa Cheung	12/17/2020	
Plans.pdf	Building Plans - Digitally Signed and Sealed		PROCESSED	Melissa Cheung	12/17/2020	

Finish

- 26) After plan review is complete, staff will contact the applicant to schedule the preliminary plan review meeting.

AFFIDAVIT

STATE OF FLORIDA:

COUNTY OF _____ : SS

BEFORE ME, the undersigned authority, personally appeared _____
the authorized representative for _____, who, upon first being duly sworn, deposes
and says:

1. I am a General Contractor or Subcontractor, operating in the State of Florida under the business name, _____. I am the General Contractor for the not-for-profit agency _____ (agency name) or Subcontractor for the General Contractor and have been working on a construction project located at _____ with our company staff.
2. I understand that my company must verify each employee's employment eligibility to ensure that he/she is not an unauthorized alien- an individual who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. s. 1324 (h)(3).
3. I understand that Florida Statutes, Section 448.095(5) provides:

(5) PUBLIC AGENCY* CONTRACTING.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

* "Public agency" means any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, state, county, city, town, village, municipality, or any other separate unit of government created or established pursuant to law, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

3. I understand that Hillsborough County and the not-for-profit agency have an agreement that requires compliance with Florida Statutes Section 448.095(5) by any general contractor and/or any subcontractor working on this project.
4. I make this affidavit for the purpose of complying with Florida Statutes, Section 448.095 (5) and hereby swear that I have complied with the E-Verify System to ensure that unauthorized aliens are not working on the job site. I understand that failure to do so could result in any of the following including but not limited to, termination of my contract, a bar from being awarded a public contract for at least one (1) year after the date the contract was terminated, fines for multiple violations and the right to challenge a termination of the contract no later than 20 calendar days after the date on which the contract was terminated.

5. I further certify that I am authorized to sign on behalf of the company named above.

Affiant- Authorized Signer for General Contractor or Subcontractor

Business Name

SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 20____, by _____, the authorized representative of _____, a Florida for profit corporation. He/She is personally known to me ☐ or has produced _____ as identification. (type of identification)

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary taking acknowledgement)

Name of Notary typed, printed or stamped

Commission Number/Expiration Date

LOOK AHEAD SCHEDULE

Period Date

[illegible]

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	<u>Distribution to:</u>
		PERIOD TO:	OWNER <input type="checkbox"/>
		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS: / /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDERS \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. _____% of Completed Work
(Columns D + E on G703) \$ _____
 - b. _____% of Stored Material
(Column F on G703) \$ _____

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)..... \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Continuation Sheet

AIA Document G702®, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

Instructions: G702®–1992, Application and Certificate for Payment

Synopsis.

AIA Document G702® –1992, Application and Certificate for Payment, and [G703®–1992, Continuation Sheet](#), provide convenient and complete forms on which the contractor can apply for payment and the architect can certify that payment is due.

The forms require the contractor to show the status of the contract sum to date, including the total dollar amount of the work completed and stored to date, the amount of retainage (if any), the total of previous payments, a summary of change orders, and the amount of current payment requested.

AIA Document G703–1992 breaks the contract sum into portions of the work in accordance with a schedule of values prepared by the contractor as required by the general conditions. [For all document details and a record of changes, see the summary »](#)

Using G702®–1992.

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702®, Application and Certificate for Payment.

The Contractor should sign G702®, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702® and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702®.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of AIA Document A201®. The Architect should then initial all figures on G702® and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702® and G703 should be forwarded to the Owner.

Making Payment

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702®, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702®.

Executing the document.

Persons executing AIA Document G702®–1992 should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Important.

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

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https://help.aiacontracts.org/instructions_g702-1992/

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Instructions: G703®–1992, Continuation Sheet

Synopsis.

AIA Document G702®–1992, Application and Certificate for Payment, and G703–1992, Continuation Sheet, provide convenient and complete forms on which the contractor can apply for payment and the architect can certify that payment is due. The forms require the contractor to show the status of the contract sum to date, including the total dollar amount of the work completed and stored to date, the amount of retainage (if any), the total of previous payments, a summary of change orders, and the amount of current payment requested. AIA Document G703–1992 breaks the contract sum into portions of the work in accordance with a schedule of values prepared by the contractor as required by the general conditions. [For all document details and a record of changes, see the summary »](#)

Using G703–1992.

Heading. This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

Columns A, B and C. These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required. Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D. Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E. Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

Column F. Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

Column G. Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H. Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I. This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders. Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

Construction Change Directives. Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A	B	C	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Non in D - E)	TOTAL COMPLETED AND STORED TO DATE (D - E - F)	% (C - G)	BALANCE TO FINISH (C - G)	RETAINAGE (if variable value)
			FROM PREVIOUS APPLICATIONS (D - E)	THIS PERIOD					
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	

[On-demand video on completing payment applications and change orders »](#)

Important.

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

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https://help.aiacontracts.org/instructions_g703-1992/

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**Hillsborough
County Florida**
Development Services

Site & Subdivision Pre-Submittal Conference Application

The Hillsborough County Development Services Department is pleased to offer a Pre-Submittal Conference to anyone seeking help in determining the scope and feasibility of their development proposal. This service is offered free of charge and we highly encourage all applicants to take advantage of it.

While this is a voluntary step in the review process, it still requires a substantial investment of time on the part of various county review personnel. For this reason, we have developed specific minimal submission requirements to ensure that the information submitted by you to the county is sufficient for an adequate review. By providing the information as outlined in the submission requirements, county staff will be able to provide you with quality information in a timely fashion that you can use to move your project forward.

The Goal of Development Services is to provide you with courteous and professional service in a timely manner. Thank you for investing your time in a presubmittal conference.

Important Contact Information

Zoning Counselors	ZoningHelp@HCFLGov.net
Pre-Submittal Line	(813) 272-5600 option 2, then 2
Fax	(813) 307-4443
Email	siteplanadmtasks@hillsboroughcounty.org

Instructions

1. Complete the Pre-Submittal Conference Application and Project Information Form. If you need assistance completing the bottom portion of the form please seek assistance from a Zoning Counselor by submitting a [Zoning Information Request](#).
2. To schedule a pre-submittal date please submit your completed package by e-mail to: siteplanadmtasks@hillsboroughcounty.org. Please be advised that incomplete submittals will be rejected.
3. Submit your application and completed submittal package to the Site Intake Section of Development Services via email. At that time you will be given the date of your Pre-Submittal Conference and any additional instructions. Please note that the conference will be conducted virtually.

This section is provided for your use:

Appointment Date and Time: _____



Site Pre-Submittal Conference Package Requirements

All Site Pre-Submittal Conference Packages shall, at a minimum, contain the following items. INCOMPLETE packages WILL NOT be accepted for processing. Pre-application Submittal Packages shall be submitted to the Site Intake Coordinator in the Department of Development Services via e-mail to siteplanadmtasks@hillsboroughcounty.org There are no fees associated with a pre-submittal conference.

REQUIREMENTS: The Site Intake Coordinator shall check for the following items in the submittal package:

- ☐ 1) **Presubmittal Conference Application & Project Information Form** completely filled out prior to submittal.
- ☐ 2) Digital set of preliminary development plans. (See below for items to be included on drawing). These preliminary plans do not need the signature and seal of the engineer.
- ☐ 3) A narrative explaining the proposed development. Include information on of size of property, # of lots, zoning district, future land use category, water and sewer services, wetland impacts, density transfers, access, storm water management, phasing, etc.

The development plan must be drawn to scale, labeled and include the following items:

1. Draw or sketch the property boundaries to scale or, to the extent possible, proportionally to its dimensions. Include the actual dimensions (length) of each side of the property. Using a dotted line, show the required building setback lines.
2. Draw to scale and label all structures that are located on the property, both existing and proposed. List the current and proposed use of the structures.
3. Show the total square footage (length x width) of each existing or proposed structure.
4. (a) Show the total square footage (length x width) of existing and proposed impervious areas (areas that cannot absorb water; e.g., concrete, asphalt buildings, other structures). (b) Show these dimensions on the site plan (distances of length and width). (c) Include distances of impervious areas to the property line.
5. Show the driveways and parking area dimensions, label as existing or proposed, and indicate the type of material that they are constructed or will be constructed of (concrete, asphalt, dirt, gravel, grass, etc.). Include the number of parking spaces existing and proposed.
6. Show all existing streets and existing or proposed driveway connections to the site.
7. Show the approximate locations of any existing or proposed fire hydrants, signs, sidewalks, power poles, etc.
8. Show distances of all structures to the property line.
9. Show, with arrows, the direction that water flows across the property. If the site is flat, state this on the plan.
10. Show all existing drainage systems on the site (retention ponds, swales, culverts, pipes). Include any existing drainage systems in the right-of-way (roadside ditches, curbs, drainage inlets). If there are no drainage systems adjacent to the site, indicate to the extent possible where the storm water from the property flows.
11. Show all outside waste facilities. These would include dumpsters, solid waste storage areas, proposed or existing septic tank areas or indication of sanitary sewer availability.
12. Label all existing or proposed landscaping areas. Grassed areas are considered landscaped areas. Show the location of all trees on the property and indicate if these trees are proposed to be preserved or removed.
13. North arrow.



Subdivision Pre-Submittal Conference Package Requirements

All Subdivision Pre-Submittal Conference Packages shall, at a minimum, contain the following items. INCOMPLETE packages WILL NOT be accepted for processing. Pre-application Submittal Packages shall be submitted to the Site Intake Coordinator in the Department of Development Services or e-mailed to siteplanadmintasks@hillsboroughcounty.org There are no fees associated with a pre-submittal conference.

REQUIREMENTS: The Site Intake Coordinator shall check for the following items in the submittal package:

- ☐ 1) **Presubmittal Conference Application & Project Information Form** completely filled out prior to submittal.
- ☐ 2) Digital set of preliminary development plans. (See below for items to be included on drawing). These preliminary plans do not need the signature and seal of the engineer.
- ☐ 3) A narrative explaining the proposed development. Include information on of size of property, # of lots, zoning district, future land use category, water and sewer services, wetland impacts, density transfers, access, storm water management, phasing, etc.

The development plan must be drawn to scale, labeled and include the following items:

1. Folio number(s).
2. Total acreage of the parent parcel (pre-subdivision parcel) being divided.
3. The area (acreage) of each lot being created.
4. Total number of lots.
5. Dimensions of the parent parcel.
6. Dimensions of each new lot including dimensions along roadways.
7. North arrow.
8. Name(s) of all roadways adjacent to the parent parcel.
9. Existing right(s)-of-way widths and widths of any proposed right(s)-of-way.
10. Show, with arrows, the direction that water flows across the property. If the site is flat, state this on the plan. Show all existing drainage systems on the site (retention ponds, swales, culverts, pipes). Include any existing drainage systems in the right-of-way (roadside ditches, curbs, drainage inlets). If there are no drainage systems adjacent to the site, indicate to the extent possible where the storm water from the property flows.
11. A note indicating whether streets are to be dedicated to the public or remain private.
12. A note detailing the availability of public water and sewer and the proposed method for proving services to each lot.
13. A note detailing the locations of fire hydrants located within 500 feet of the parent parcel property boundary.
14. Any significant natural feature(s) of the land including but not limited to trees, waterways, slopes, ditches, wetlands, water bodies, etc.
15. Any known easements including but not limited to access easements, utility easements, conservation easements, etc.
16. Any other information deemed by you to be important to the site including disclosure of any knowledge of endangered species, significant historical or archeological features, past waste disposal, etc.



Pre-Submittal Conference Application & Project Information

Section A: Applicant/Land Use Information

1. Applicant/Owner/Agent: _____ 1a. Email: _____ @ _____
2. Mailing Address: _____ State: _____ Zip: _____
3. Company: _____ 3a. Phone: () _____ 3b. Fax: () _____
4. Project Name: _____
5. Address/Location of Site: _____ 5a. Acreage _____
6. Parcel(s) Folio Number (required): _____
7. Section/Township/Range: _____
8. Proposed Land use: _____
9. Is the site currently developed? ☐ yes ☐ no If yes, describe improvements: _____
-
10. Select Type of Submittal: ☐ Subdivision ☐ Site ☐ Straight to Construction ☐ Minor Site
11. Potable Water: ☐ existing ☐ proposed Provider: _____
12. Wastewater: ☐ existing ☐ proposed Provider: _____
13. Reclaimed Water: ☐ existing ☐ proposed Provided: _____

Site Plan Project Submittal data

Sq. Ft. of Bldg. Footprint: _____

Gross Floor Area of Bldg: _____

Total site impervious area: _____

Any trees (5" DBH or larger): ☐ yes ☐ no

Parking Spaces: _____ existing _____ new

Subdivision Project Submittal Data

Total # Phases: _____ Total # Lots: _____

Phase 1 Lots: _____ # Phase 2 Lots: _____

Phase 3 Lots: _____ # Phase 4 Lots: _____

Section B: Regulatory Information (Please submit a [Zoning Information Request](#) if you need assistance)

FLU(s): _____ Zoning: _____ Urban Service Area: ☐ yes ☐ no

Overlay: _____ Flood Zone(s): _____ Lot of Record: ☐ yes ☐ no

Proposed use allowed in district: ☐ yes ☐ no Proposed use allowed in FLU: ☐ yes ☐ no

Is a conditional use, variance, rezoning or FLU amendment required? ☐ yes ☐ no

If yes, indicate type and case # (if applicable): _____



Hillsborough
County Florida

AFFORDABLE HOUSING

PO Box 1110, Tampa, FL 33601-1110
(813) 612-5397 | Fax: (813) 272-6862

**BOARD OF COUNTY
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Harry Cohen
Ken Hagan
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Joshua Wostal

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Bonnie M. Wise

COUNTY ATTORNEY

Christine M. Beck

COUNTY INTERNAL AUDITOR

Peggy Caskey

ASSISTANT COUNTY ADMINISTRATOR

Cheryl Howell

This letter is to certify that the project below is an Affordable Housing project. This project is afforded an expedited review as outlined in the Development Review Procedures Manual of the Land Development Code

Organization:

Project Name or Activity:

Folio Number(s):

List: _____


APPROVED BY: _____


Director

Director, Affordable Housing Services

Date

An official website of the United States government
[Here's how you know](#) ▼

 You
Sh




You have reached SAM.gov, an official website of the U.S. government. There is no cost to use this site.

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

 **I manage an entity. What do I need to do?**

For more information about this transition, visit [SAM.gov](#) or the Federal Service Desk, [FSD.gov](#). You can search for help at [FSD](#) any time or request help from an FSD agent Monday–Friday 8 a.m. to 8 p.m. ET.

☐ Do not show this message again

Re
Register your entity or get a Unique Entity ID. Get started doing business with the federal government.

SAM.GOV Links:

<https://sam.gov/content/entity-registration>

[2 CFR 200.214 Suspension and Debarment.pdf](#)

[SAM.GOV Registration HC BOCC Sample.pdf](#)



Official U.S. Government Website
100% Free

Register Your Entity or Get a Unique Entity ID

Register your entity or get a Unique Entity ID to get started doing business with the federal government.

Get Started

Renew Entity



Check Entity Status

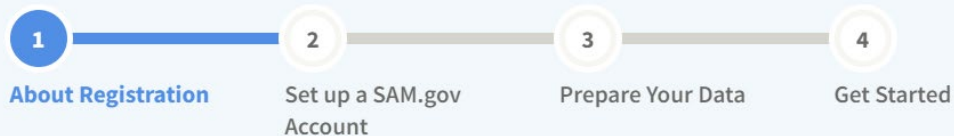


Get Started with Registration and the Unique Entity ID

Submitting a registration and getting a Unique Entity ID are FREE.

Before You Get Started


Review these steps to choose which option is right for you. You can register to bid and apply for federal awards or you can request a Unique Entity ID only without having to complete a registration.



1 About Registration

If you want to apply for federal awards as a prime awardee, you need a **registration**.

A registration allows you to bid on government contracts and apply for federal assistance. As part of registration, we will assign you a Unique Entity ID.

To see comprehensive instructions and checklist for entity registration, download our [Entity Registration Checklist](#) .

If you do not want to apply directly for awards, then you do not need a registration. If you only conduct certain types of transactions, such as reporting as a sub-awardee, you may not need to complete a registration. You may only need a **Unique Entity ID**.

[What does it mean to get only a Unique Entity ID and not register?](#) 



[sam.gov_entity registration-checklist.pdf](#)

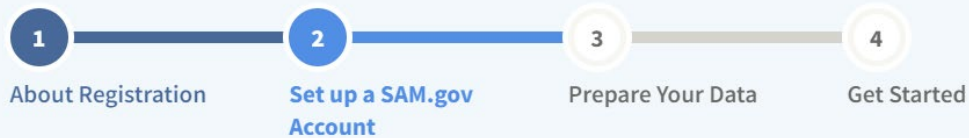
[What's the difference between only getting a Unique Entity ID and registering your entity.pdf](#)

Get Started with Registration and the Unique Entity ID

Submitting a registration and getting a Unique Entity ID are FREE.

Before You Get Started

Review these steps to choose which option is right for you. You can register to bid and apply for federal awards or you can request a Unique Entity ID only without having to complete a registration.



2 Set up a SAM.gov Account

Set up a SAM.gov account to register and to get a Unique Entity ID in SAM.gov. Your username and password are managed by Login.gov. Select [Sign In](#) on SAM.gov to go Login.gov to sign in or to set up an account. Once you're signed in at Login.gov, you'll be returned to SAM.gov to complete your profile.

[Download our Entity Registration Checklist](#)



Get Started with Registration and the Unique Entity ID

Submitting a registration and getting a Unique Entity ID are FREE.

Before You Get Started

Review these steps to choose which option is right for you. You can register to bid and apply for federal awards or you can request a Unique Entity ID only without having to complete a registration.



3 Prepare Your Data

For a Registration

For registration, you are required to enter a lot of information about your entity. Below are questionnaires and checklists to help you gather what you need to complete your registration.

[Download our Entity Registration Checklist](#) 

For a Unique Entity ID only

If you are only requesting a Unique Entity ID and not completing a registration, you only need to provide to provide your legal business name and physical address.

[Video: Get a Unique Entity ID](#) 



Video: Get a Unique Entity ID (link)

<https://www.youtube.com/watch?v=C87wSCYKTcE>



4 Get Started

Select [Get Started](#) and choose **Register Entity** or **Get a Unique Entity ID**.

If you select **Register Entity**, your Unique Entity ID will be assigned during the registration process. Registration is for organizations that want to directly bid on government contracts and apply for federal assistance.

You can get a Unique Entity ID for your organization without having to complete a registration. If you only conduct certain types of transactions, such as reporting as a sub-awardee, you may not need to complete a registration. Your entity may only need a Unique Entity Identifier.

If you choose to only get a Unique Entity ID, you cannot apply directly for federal awards.

- ? [What is a Unique Entity ID?](#)
- ? [What does it mean to only get only a Unique Entity ID and not register?](#)
- ? [How do you know if you already have a Unique Entity ID?](#)



Unique Entity ID

Revised by Kyisha Robinson • 17d ago • 1779 Views • ★★★★★

The Unique Entity ID is a 12-character alphanumeric identifier used in SAM.gov and other federal government systems as a way to identify a unique entity.

Regulatory reference: [FAR subpart 4.6](#)

[What is a Unique ID Regulatory Subpart 4.6 - Contract Reporting.pdf](#)

[How can I view the Unique Entity ID of other entities.pdf](#)