



City of Takoma Park, Maryland
Request for Proposals
RFP #HCD-2023-04-06
Contract for Services: Domer Ave Sidewalk Construction

- Publication Date:** Request for Proposals (“RFP”) documents will be available beginning **Thursday, April 06, 2023**. Bid packages may be obtained from the City of Takoma Park’s website at <https://takomaparkmd.gov/services/bids-contracts/>.
- Deadline:** Proposals are due no later than **2:00 p.m. on Friday, May 05, 2023**
- Purpose:** The City of Takoma Park invites qualified contractors to submit responses (“Proposals”) to this Request for Proposals for the construction of Domer Ave sidewalk construction.
- Registration Information:** All prospective responders must register with the City of Takoma Park to submit a responsive Proposal and receive future RFP communications, including any Request for Information updates. To register for the RFP, complete the following form: <https://takomapark.seamlessdocs.com/f/DomerAvenueRegistration>. Once completed, a confirmation of registration will be shared with the prospective Respondent. Responders **registered before Monday, April 17, 2023** will receive a link to participate in the Information Virtual Meeting **scheduled at 1:00 p.m. Wednesday, April 19, 2023**.
- Information Meeting:** **1:00 p.m. on Wednesday, April 19, 2023**. Link will be available to the responders who register before April 17, 2023. An email will be sent out separately.
- Contacts:** Ms. Daryl Braithwaite – City of Takoma Park, Maryland
Director, Department of Public Works
Email: darylb@takomaparkmd.gov
- Mrs. Demy Ye – City of Takoma Park, Maryland
Grants Coordinator, Department of Housing and Community Development:
Email: demyy@takomaparkmd.gov

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STATEMENT OF PURPOSE

The City of Takoma Park (herein described as “Owner” or the “City”) desires to contract with an experienced and qualified Contractor for the construction of Domer Ave sidewalk along a portion of Domer Avenue. Beginning at the intersection of Domer Avenue and Flower Avenue and extending in the direction to Sligo Creek Parkway for a total distance of approximately 0.1 miles (herein referred to as “Project”). The Project is described in this Request for Proposal document (herein referred to as “RFP”).

BACKGROUND

The City of Takoma Park is located in the southern part of Montgomery County, MD and borders Washington, DC and Prince George's County, MD. The City, which is about 2.4 square miles in size, is primarily residential in character and has a population of 17,703. The City's population is diverse with a majority of residents being people of color: 36.06% Black or African American, 11.37% Hispanic or Latinx, 4.69% Asian, 43.85% White, and 4.03% identifying as something other. The City has been in obligation to maintain City roadwork in fair or better condition and provide safe and accessible infrastructure for the residents. The Public Works Department is responsible for the maintenance of City-owned roads, which is greatly funded through various resources from local, State and Federal levels.

The funding of this project will be through Community Development Block Grant Program (herein referred to as “CDBG”) from U.S. Department of Housing and Urban Development (herein referred to as “HUD”). Federal legislation and regulations have established national objectives that all CDBG funded activities must meet. For this purpose, the City has identified the project to meet the national objective of benefitting low- and moderate-income (LMI) persons in Ward 5 under the Code of Federal Regulations, Title 24, Part 570, Sections 570.200-570.207.

Following the City process for sidewalk design and construction, the Domer Avenue Project was initiated in 2021 and finished its final design in 2022. The final design documents include the Geometry Sheet, Roadway Plan, Detail Sheet and Tree Protection Plan, which will be applied for the construction of the winning proposal.

DEFINED TERMS

Contractor – The party who will be providing construction contracting services for the Project.

Owner – City of Takoma Park, Maryland (City)

Project – City of Takoma Park Domer Ave Sidewalk Construction

Proposal – The Proposer's document provided in response to the RFP

Proposal Documents – The Proposer's response to the RFP and all addenda issued prior to acceptance of Proposals.

Proposer – One who submits a Proposal directly to the Owner.

Successful Proposer – The Proposer, to whom Owner, on the basis of Owner's evaluation as hereinafter provided, qualifies for receiving the Contract for the City of Takoma Park Domer Ave Sidewalk Construction.

FUNDING SOURCE AND REQUIREMENTS

The project is funded with CDBG dollars, through the City's Department of Housing & Community Development who will directly administer the funds to the Contractor to carry out the winning Proposal. Due to the nature of the Project, any contract resulting from this RFP shall be subject to additional reporting requirements as necessary to fulfil the City's obligations to the State of Maryland and the following Federal, State, County and City requirements and codes will be enforced throughout the Project from Contractor selection to construction completion.

- **Davis-Bacon and Related Acts Requirements:** Contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Proposers shall refer to Exhibit D for details.
- **Section 3 Requirements:** “Section 3” (of the Housing and Urban Development Act of 1968) mandates that federally funded construction and related activities take affirmative action to provide employment, training and business opportunities for low income project area residents and businesses.
- **Code of Federal Regulations, Title 24, Part 570, Sections 570.200-570.207:** This is a summary of certain activities that are eligible and ineligible for assistance under the Community Development Block Grant (CDBG) program pursuant to the governing regulations
- **Minority Business Enterprise (MBE):** Participation and outreach to Minority, Women, or Disabled-Owned businesses is required in the bidding process for construction/rehabilitation projects.
- **Maryland Department of Transportation and State Highway Administration 2022 Standard Specifications for Construction and Materials** (Effective July 1, 2022): The Proposal should follow Maryland Department of Transportation and State Highway Administration Standard Specifications for Construction and Materials, which can be located at: <https://roads.maryland.gov/mdotsha/pages/sscm.aspx?PageId=853&lid=SSP>. The City has specified additional construction standards on Asphalt Pavement, Concrete Structures, and Tree Protection & Miscellaneous Materials. Proposers shall refer to Exhibit C for details.
- **Environmental Review:** Montgomery County requires the completion of an environmental review prior to Project beginning for all CDBG projects. An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The City has completed the submission of the Environmental Review Form through Montgomery County prior to the release of this RFP.
- **Historic Preservation Review (SHPO):** Montgomery County requires a historic preservation review to be completed prior to project work beginning for all CDBG projects. The City has completed the submission of the Historic Preservation Review through Montgomery County prior to the release of this RFP.

NOTICE TO CONTRACTOR

Applicants should refer to the City of Takoma Park Municipal CODE Chapter 7.08 SOURCE SELECTION AND CONTRACT FORMATION for detailed information on City’s source selection and contract formation, which includes 6 Articles of General Provisions, Competitive Bidding and Source Selection, Other Procurement Methods, Living Wage Requirement, Bonds and Bid Security, and Disposition of Goods. The completed code can be located at: <https://www.codepublishing.com/MD/TakomaPark/#!/TakomaPark07/TakomaPark0708.html>

MANDATORY MINIMUM INSURANCE REQUIREMENTS

Contractor shall, throughout the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance, professional liability insurance, and workers’ compensation insurance in the following amounts and shall submit an insurance certificate, as set forth above, as proof of coverage prior to the final approval of this Agreement:

- A. Commercial general liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.
- B. Automobile liability insurance with coverage for bodily injury of at least Five Hundred Thousand Dollars (\$500,000) per person, at least One Million Dollars (\$1,000,000) per occurrence, and coverage for property damage of at least Three Hundred Thousand Dollars (\$300,000) per occurrence.

- C. Workers' compensation insurance with coverage limits of at least One Hundred Thousand Dollars (\$100,000) per bodily injury by accident and coverage for disease of at least One Hundred Thousand Dollars (\$100,000) per employee and at least Five Hundred Thousand Dollars (\$500,000) in the aggregate.

All policies of insurances shall be underwritten by companies licensed to do business in the State of Maryland.

The City is not responsible for any damage or loss of property or materials stored on or within facilities owned by the City. Contractor shall provide necessary insurance coverage for such losses or shall assume full risk for replacement cost for its own property or materials and that owned by its subcontractors.

Contractor shall assure that all subcontractors carry identical coverage as required by this section, either individually or as an additional insured on Contractor's policies. Exceptions may be made only with the written approval of the City.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the City in accordance with the policy provisions.

Certificate Holder

The City of Takoma Park, MD
7500 Maple Ave
Takoma Park, MD 20912

PEDESTRIAN SAFETY

Maintaining safe pedestrian traffic around the Limits of Construction and outside of any active work zones is of paramount importance. At no time shall pedestrian traffic be denied travel through areas that are designated as pedestrian access around the project work zone. The Contractor shall provide:

- Alternative pedestrian access around active work zones.
- Barriers of sufficient strength and durability to keep all pedestrian traffic out of harm's way.
- This work shall be as specified in the Contract Documents or as directed by the Engineer.

TREE PRESERVATION

Tree Preservation shall be as specified in Section 120 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials as modified by this Contract Document and as directed by the Engineer. The provisions of Takoma Park Municipal Code, Title 12, TREES AND VEGETATION, shall also apply to the Project.

Contractors should refer to Exhibit B for additional requirements.

MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL PLAN CERTIFICATION

All work under this Contract shall be done in a manner that minimizes interruption to pedestrian and vehicular traffic through areas of the proposed work in accordance with sections GP-7.07, GP-7.08, GP-7.09, and GP-7.10 of Maryland Department of Transportation, State Highway Administration, and Standard Specifications for Construction and Materials. Maintenance of traffic routes will be a subsidiary obligation of this Contract.

The Contractor shall maintain warning markers or a barricade at each location of work as necessary and until such time as the area is safe and ready to be used. If these safety features are not adhered to, a "stop work order" will be issued. Any damages caused by such delays will be the responsibility of the Contractor.

If movement of traffic must be inhibited in order to perform the work, all emergency services, school transportation office and local buses, police as well as the public must be notified by the contractor no later than 72 hours in advance of such temporary re-routing. The alternative route must be approved in advance and clearly marked.

Where traffic conditions make it impossible or undesirable to close the road to traffic, the Contractor shall provide at least two (2) competent, courteous and safely attired flag workers to direct the traffic at all times during the work hours. These persons shall be trained and certified in traffic control and equipped with safety vests, appropriate signage, and hand-held radios or communication devices. Additional flag workers shall be provided by the Contractor at intersections and other points where traffic condition dictates. Traffic control plans shall be approved by the City Engineer in advance.

The Contractor shall provide and erect all necessary barricades, lights, and warning signs.

The cost of maintaining traffic, as noted above, shall be paid only if the conditions described above are met. No traffic control payment will be made when ordinary crew members act as flaggers. Although such setup may be sufficient, it is considered a subsidiary obligation of the Contractor for which no additional payment will be made.

Prior to the commencement of work on this Project, the Successful Contractor will be required to complete a traffic control plan certification. The certification form will be provided to the Successful Contractor upon award of the contract.

SCOPE OF WORK AND DELIVERABLES

The scope of work includes all construction work included in the Construction Documents. The Construction Documents include the construction drawings titled City of Takoma Park Domer Ave Sidewalk Construction as prepared by RK&K (Exhibit B).

PROPOSED PROJECT TIMELINE

April 06, 2023	Issue Request for Proposals
April 19, 2023 @1:00pm	Virtual Informational Meeting (An invitation will be sent to registered Proposers)
May 05, 2023 @ 2:00pm EST	Submission Deadline
End of May 2023	Proposal Selection and the City Council Approval of Selected Proposer
June 2023	Successful Proposer Notice of Award
June 2023	Execution of Construction Contract
June 2023	Construction Notice to Proceed (NTP)
July 2023	Substantial Completion – 30 Calendar Days from NTP
August 2023	Project Completion Date – 14 Calendar Days from Substantial Completion

SUBMISSION REQUIREMENTS

A completed electronic PDF copy of the Proposal shall be submitted to the City of Takoma Park. Submissions must include the following information to be considered complete:

1. Title Page (Please use the Title Page provided in Form A)
2. Cost Proposal Tabulation (Please use Form B)
3. Summary Schedule
 - a. Provide a summary Project schedule showing the intended phasing of the Project. Schedule should include major phases of the work and milestones.
4. Experiences and References (Please use Form C)
5. Required Certifications

The following certifications must be submitted with the proposal:

 - a. Form D: Qualifications & Certification Statement
 - b. Form E: Certification of Non-Involvement in the Nuclear Weapons Industry;
 - c. Form F: Living Wage Requirements Certification.

SUBMISSION INFORMATION AND DEADLINE

The Deadline for submission of Proposal is: **2:00 PM EST on Friday, May 05, 2023 to:**

Proposals must be submitted electronically to Grants@TakomaParkMD.gov. The email subject line shall read “RFP #HCD-2023-04-06” with all submission requirement documents attached as a single PDF. All extension requests will be denied. All submittals received after the closing date and time will not be entered into the review and selection process.

A confirmation email will be sent to all applicants by **Monday, May 08, 2023**. If no confirmation is received within that time, please contact Demy Ye at 301-891-7232, or via email at Grants@TakomaParkMD.gov to confirm that the submission was received.

VIRTUAL INFORMATIONAL MEETING

The City of Takoma Park will host an optional informational Zoom webinar on **Wednesday, April 19, 2022 – 1:00 p.m.- 2:00 p.m. EST**. The presentation will include an overview of the RFP process, goals, and the expectations of Contractors. Participants will be given an opportunity to ask questions. The City will record the Zoom webinar and make it available for those who are unable to attend.

To attend the Zoom webinar, please register **before April 17, 2023** at: <https://takomapark.seamlessdocs.com/f/DomerAvenueRegistration>. Attendance is not mandatory but is recommended.

EVALUATION AND SELECTION PROCESS

A contract award will be made on the basis of a recommendation made by an evaluation panel composed of City staff, and authorized by formal action of the Takoma Park City Council. The evaluation panel may request an interview with any or all responders to this RFP before making a recommendation.

Proposals will be evaluated and ranked based on the following criteria. Criteria are listed in order of importance:

- Cost;
- Prior experience working with local governments on roadway projects;
- Qualifications of the Firm;
- Responsiveness and understanding of the scope of services;
- Qualifications and experience of personnel to be assigned to the project.

REJECTION OF SUBMISSIONS

Only submissions that comply with all the objectives, provisions, and requirements of this solicitation will be considered for review. The City will determine, in its sole discretion, whether an individual submission is responsive. The decision of the City of Takoma Park is final. Submissions deemed “Non-Responsive” will not be considered for selection.

The City of Takoma Park has the right, in its sole and absolute discretion, to reject any and all Proposals in the best interests of the City, to accept or reject any part of any Proposal, to select the Proposal deemed most advantageous to the City, to waive any technical or formal defect therein, and to elect not to proceed with the process set forth in this RFP.

Proposer shall make no contacts with any City employee, staff member, or Council member except for those listed under contacts. Any attempt by a Proposer to contact or influence a member of staff regarding this RFP may result in the immediate disqualification of the Proposer and the rejection of their Proposal.

Duration of Prices

The price proposal submitted is irrevocable for a period of sixty (60) days from the Proposal due date.

Acceptance of Terms and Conditions

By submitting a Proposal, Proposers accept the terms and conditions set forth in this RFP.

Procurement Law

This RFP and any contract entered into as a result of this RFP are governed by the Takoma Park Municipal Code.

GENERAL TERMS AND CONDITIONS

The City intends to use Standard Form of Agreement Between Owner and Contractor (Exhibit A) as the form of Contract for this project.

GENERAL CLARIFICATION AND QUESTIONS

General clarifications and questions related to this RFP may be submitted in writing and emailed to Grants@TakomaParkMD.gov. Please include “RFP – Domer Ave Sidewalk Construction Project Clarification” in the subject line of the email. All questions will be answered via email.

INCLUDED FORMS & EXHIBITS

Form A – Sample Request for Proposal Submission Title Page
Form B – Cost Proposal Tabulation Form
Form C – Experience & References Form
Form D – Qualifications & Certification Statement
Form E – Certification of Non-Involvement in the Nuclear Weapons Industry
Form F – Living Wage Requirement Certification

Exhibit A – Sample Contract Agreement (for reference only)
Exhibit B – Construction Documents
Exhibit C – Construction Standards
Exhibit D – Federal Labor Standards Provisions Attachments (Davis Bacon)



City of Takoma Park, Maryland

Community Development Block Grant Program

REQUEST FOR PROPOSAL TITLE PAGE

PROJECT TITLE

Domer Ave Sidewalk Construction

PROPOSER INFORMATION:

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Main Contact: _____ Position: _____

Phone: _____ E-Mail: _____

Total Cost Proposal \$ _____

Form B – Cost Proposal Tabulation Form (4 pages)

COST PROPOSAL TABULATION

NAME OF ENTITY _____

Business Address: _____

AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Telephone Number (office and cell): _____

E-Mail: _____

We have received and examined the Contract Documents concerning the Project, City of Takoma Park Domer Ave Sidewalk Construction. We have made all the necessary inquiries concerning the Project and have familiarized ourselves with the construction documents. We confirm we have visited the site of the Project and that we have examined all documents necessary for the proper performance of the contract. We have examined all sections of the Construction Documents and Addendum for the Project. We, the undersigned, hereby offer to provide all work/services (Base Cost Proposal) covered in the Contract Documents for the total lump sum of US Dollars as follows:

TOTAL BASE COST PROPOSAL:

\$ _____

TOTAL BASE COST PROPOSAL (WRITTEN):

BASE COST PROPOSAL BREAKDOWN:

ITEM	MDOT SHA CCS	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	UNITS	TOTAL ESTIMATE
101	110100	CLEARING AND GRUBBING	1	LS		
102	130875	MOBILIZATION AND DEMOBILIZATION	1	LS		
103	130840	CONSTRUCTION STAKEOUT	1	LS		
104	120500	MAINTENANCE OF TRAFFIC	1	LS		
105	120784	TEMPORARY ORANGE CONSTRUCTION FENCE	500	LF		
106	-	TREE PROTECTION FENCING	500	LF		
SUBTOTAL CATEGORY 1						
201	201030	CLASS 1 EXCAVATION	180	CY		
202	201031	CLASS 1 -A EXCAVATION (CONTINGENT)	30	CY		
203	202050	SELECT BORROW FOR CLASS 1-A EXCAVATION	30	CY		
204	202065	COMMON BORROW	90	CY		
205	203030	TEST PIT EXCAVATION	5	CY		
SUBTOTAL CATEGORY 2						
SUBTOTAL CATEGORY 3						\$0.00
501	520111	4 INCH GRADED AGGREGATE BASE COURSE	110	SY		
502	549617	24 INCH WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LINES	100	LF		
503	561119	6 INCH PORTLAND CEMENT CONCRETE PAVEMENT FOR DRIVEWAY MIX 9	110	SY		
SUBTOTAL CATEGORY 5						

601	634301	STD. TYPE A COMBINATION CURB AND GUTTER, 12 INCH GUTTER PAN 8 INCH MINIMUM DEPTH	550	LF		
602	634204	TYPE A CURB ANY HEIGHT OR DEPTH	200	LF		
603	655104	4 INCH CONCRETE SIDEWALK	1,410	SF		
604	655120	DETECTABLE WARNING SURFACE FOR CURB RAMPS	10	SF		
605	600000	FLEXIPAVE SIDEWALK	300	SF		
SUBTOTAL CATEGORY 6						
701	704345	PLACING FURNISHED TOPSOIL 4 INCH DEPTH	400	SY		
702	705500	TURFGRASS ESTABLISHMENT	200	SY		
703	708220	TURFGRASS SOD ESTABLISHMENT	200	SY		
704	-	ROOT ZONE PRUNING	150	LF		
SUBTOTAL CATEGORY 7						
SUBTOTAL CATEGORY 8						\$0.00
				SUB-TOTAL (CAT. 1 THRU 8)		
				20% CONTINGENCY		
				TOTAL CONSTRUCTION COST		
ASSUMPTIONS / EXCLUSIONS: Utility impacts are not anticipated. Right of Entry Agreements may be required to reconstruct driveway aprons to the nearest concrete joint and/or tie-in to existing driveway. Root Zone Pruning is a contingent item and will be used at the discretion of the City Arborist.						

CERTIFICATION

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Request for Proposals for the prices listed on this Cost Proposal Tabulation Form A, and/or upon the terms and conditions set forth in the proposal.

The undersigned certifies that this Cost Proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid or proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the Respondent.

Respondent Name (print): _____

By: _____
Signature Date

Print Name _____

Title: _____

Form C – Experience & References Form (2 pages)

EXPERIENCE AND REFERENCES FORM

Bidding Contractors are encouraged to provide at least 3 references from their previous projects with similar size and type for the City to consider the submitted proposal.

Project #1 Name: _____

Project #1 Location: _____ CDBG Eligible Project?: Y/N

Project #1 Start Date: _____ Project End Date: _____

Project's Description: _____

Reference #1

Name: _____

Phone Number: _____

Email: _____

Project #2 Name: _____

Project #2 Location: _____ CDBG Eligible Project?: Y/N

Project #2 Start Date: _____ Project End Date: _____

Project's Description: _____

Reference # 2

Name: _____

Phone Number: _____

Email: _____

Project #3 Name: _____

Project #3 Location: _____ CDBG Eligible Project?: Y/N

Project #3 Start Date: _____ Project End Date: _____

Project's Description: _____

Reference # 3

Name: _____

Phone Number: _____

Email: _____

Form D – Qualifications & Certification Statement (2 pages)

QUALIFICATIONS AND CERTIFICATION STATEMENT

NAME OF ENTITY _____

Business Address: _____

Telephone Number _____

Fax: _____

Web Site: _____

Unique Entity Identifier (UEI) if available: _____

Register or Check status, please visit [SAM.Gov](https://sam.gov)

Please certify if the entity maintains Good Standing status in the State of Maryland:

YES [] / NO []

please visit <https://businessexpress.maryland.gov/manage/maintain-good-standing-status> for verification.

MBE Certification if available: YES [] / NO []

AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Telephone Number (office and cell): _____

E-Mail: _____

ORGANIZATIONAL STRUCTURE

Identify the legal structure of the entity responding to the Request for Proposals and include requested information with this submission.

_____ A.1. A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.

_____ A.2. List the name of the corporation and the names and titles of the corporation's directors and officers:

_____ B.1. A corporation incorporated under the laws (insert jurisdiction) _____

_____ B.2. The foreign corporation is registered or qualified and in good standing to do business in the State of Maryland.

_____ B.3. List the name of the corporation and the names and titles of the corporation's directors and officers:

_____ C. A sole proprietor doing business under his/her individual name. Individual name: _____

_____ D. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and the trade or business name: _____

_____ E. A partnership. List the type of partnership and the names of all general partners:

Form E – Certification of Non-Involvement in the Nuclear Weapons Industry (1 page)

CERTIFICATION OF NON-INVOLVEMENT IN THE NUCLEAR WEAPONS INDUSTRY

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the requirements of Chapter 14.04 of the Takoma Park Code, the Takoma Park Nuclear Free Zone Act, the undersigned person, firm, corporation, limited liability company or entity hereby certifies that he/she/it is not knowingly or intentionally a nuclear weapons producer.

Note: The following definitions apply to this certification per Section 14.04.090:

“Nuclear weapons producer” is any person, firm, corporation, facility, parent or subsidiary thereof or agency of the federal government engaged in the production of nuclear weapons or its components.

“Production of nuclear weapons” includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation or disposal of nuclear weapons or their components.

“Nuclear weapon” is any device the sole purpose of which is the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.

“Component of a nuclear weapon” is any device, radioactive substance or nonradioactive substance designed knowingly and intentionally to contribute to the operation, launch, guidance, delivery or detonation of a nuclear weapon.

IN WITNESS WHEREOF, the undersigned has signed this Certification this ____ day of _____, 20__.

Contractor Name: _____ By: _____ (SEAL)
Signature

Print Name & Title

State of _____, County of _____:

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public
My commission expires: _____

Form F – Living Wage Requirements Certification (2 pages)

LIVING WAGE REQUIREMENTS CERTIFICATION

(Takoma Park Code, section 7.08.170.B)

Business Name: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____ Fax Number: _____

E-Mail: _____

Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.160 (*see* item B below):

Contact Name: _____

Title: _____

Phone Number: _____ Fax Number: _____

E-Mail: _____

CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A CONTRACTOR.

A. Living Wage Requirements Compliance

_____ This Contractor as a "covered employer" will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code*, Section 7.08.150 *et. seq.*). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

B. Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because it is:

_____ The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

_____ A public entity.

_____ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501c (3) of the Internal Revenue Code.

_____ A contract procured through an emergency procurement, sole source procurement, or cooperative procurement.

_____ A contract for electricity, telephone, cable television, water, sewer or similar service delivered by a regulated public utility.

_____ A contract for the purchase or lease of goods, equipment or vehicles.

_____ A contractor who is prohibited from complying with the City's living wage requirements by the terms of an applicable federal or state program, contract, or grant requirement. **(Must specify the law and/or furnish a copy of the contract or grant.)**

C. **Living Wage Requirements Reduction.**

_____ This Contractor provides health insurance to the employees who will provide services to the City under the City contract and it desires to reduce its hourly rate paid under the living wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. This Contractor certifies that the per employee hourly cost of the employer's share of the premium for that health insurance is \$_____.

(Must submit supporting documentation showing the employee labor category of all employee(s) who will perform measurable work under the City contract, the hourly wage the Contractor pays for that employee labor category, the name of the health insurance provider and plan name, and the employer's share of the monthly health insurance premium.)

Contractor Certification and Signature

Contractor submits this certification in accordance with *Takoma Park Code* section 7.08.170.B. Contractor certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. Contractor and any of its subcontractors that perform services under the resultant contract with the City of Takoma Park will comply with all applicable requirements of the City's living wage law.

Authorized corporate, partner,
member or proprietor signature: _____

Print name: _____

Title of authorized person: _____

Date: _____

Exhibit A – Sample Contract Agreement (11 pages)

CONTRACT FOR _____

**[CONTRACTOR]
CITY OF TAKOMA PARK, MARYLAND**

THIS AGREEMENT, hereinafter referred to as “Agreement,” is made this ____ day of _____ 202_____, by and between the **CITY OF TAKOMA PARK**, a municipal corporation of the State of Maryland, located at _____, 7500 Maple Avenue, Takoma Park, MD 20912, hereinafter referred to as “the City,” and **[CONTRACTOR]**, a [description of Contractor’s type of business] located at _____, hereinafter referred to as “Contractor,” and both collectively referred to hereinafter as “the Parties.”

RECITALS

WHEREAS, [Insert multiple WHEREAS clauses providing the factual background underlying the Agreement, including any City solicitation of bids/proposals].

WHEREAS, the City desires to retain Contractor to assist it in [insert a description of the activities required], hereinafter referred to as the “Project;” and

WHEREAS, the Mayor and City Council, by enacting Ordinance No. 202____, have authorized the City Manager to enter into this Agreement in pursuit of the Project. [This WHEREAS clause may be removed if the Council is not required to authorize the Agreement, under Chapter 7.04 of the Takoma Park Code.]

TERMS

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1. During the term of this Agreement, Contractor agrees that it will have the following responsibilities with respect to the Project:

1.1.1. [Insert subsections concerning the activities required under the Project]

1.2. The Project shall also include all other work as reasonably and additionally required by the City and agreed to by Contractor. Any such work shall be reduced to written form and will require the Parties to execute a modification to this Agreement as set forth in Section 5 of this Agreement.

SECTION 2. PERIOD OF PERFORMANCE

2.1. The effective term for this Agreement is for _____, commencing upon the execution of this Agreement.

2.2. By agreement of the Parties, this Agreement may be renewed or extended for up to ____ (___) additional one-year terms following the expiration of the initial term of this Agreement. Continuation of Contractor’s performance under this Agreement beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this Agreement. If funds are not appropriated and

encumbered to support continued Contractor's performance in a subsequent fiscal period, Contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. Contractor acknowledges that the City Manager has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this Agreement in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this Agreement in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, Contractor must not undertake any performance under this Agreement until Contractor receives a purchase order or contract amendment from the City that authorizes Contractor to perform work for any subsequent term of this Agreement. **[Only retain this clause if renewal or extension is permitted.]**

2.3. Contractor agrees to perform all services required by this Agreement, including any modifications agreed to by the Parties, as expeditiously as is consistent with good professional skill and best industry practice.

2.4. Time is of the essence and a critical factor in the successful execution of the terms of this Agreement.

2.5. Contractor must not commence work under this Agreement until all conditions for commencement are met, including execution of this Agreement by the Parties, compliance with insurance requirements, and the issuance of any required notice to proceed.

SECTION 3. FEE FOR SERVICES

3.1. In exchange for these good and valuable services, Contractor will receive a fee not to exceed the amount of _____ (\$_____). The Parties may agree to an equitable adjustment of this fee as set forth in Section 5 of this Agreement.

3.2. The compensation due to Contractor under this Agreement shall not, in any event, exceed _____ Dollars (\$_____). **[Insert this provision if the Contract is not for a set amount or is for hourly or tasked-based compensation]**

3.3. The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in _____ monthly installments in the amount of _____ (\$_____) per installment. The first monthly installment shall be paid one (1) month after the execution of this Agreement. **[Omit this provision if the payment structure under the Agreement is for a lump sum or does not call for monthly installments.]**

3.4. The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in a lump sum, after receiving an invoice from Contractor, and to pay said invoice within ____ days of receipt. **[Remove if the pay structure of the Agreement is not for a lump sum]**

3.5. Contractor shall submit invoices to the City on a monthly basis. Invoices shall be based on time expended by Contractor to complete the tasks required under this Agreement. Invoices shall include the name of the assignment; a detailed description of the services provided; the results of the services; recommendations for future actions; the date; and the amount of time expended in providing the services. Payment will be made to Contractor within thirty (30) calendar days after the City's receipt of an invoice in a form deemed acceptable by the City. Payment will be contingent upon the City's verification that the work has been satisfactorily performed as determined by the City in its reasonable discretion. The City reserves the right to verify and approve the work represented by the invoice prior to payment of the invoice. **[Retain this provision if Section 3.3 will be utilized; omit it if an alternative payment structure is utilized.]**

3.6. No payment by the City may be made, or is due, under this Agreement, unless funds for the payment have been appropriated and encumbered by the City.

SECTION 4. PRIORITY OF DOCUMENTS

4.1. The terms and conditions of this Agreement supersede any prior proposals or agreements.

4.2. The following documents are incorporated herein by reference into and made a part of this Agreement and are enumerated herein in the order of their legal precedence in the event of a conflict in their terms: (i) _____; (ii) _____; (iii) _____; and (iv) _____. In the event of a conflict in language between this Agreement and any of said documents, the terms of this Agreement shall control.

SECTION 5. CHANGES

5.1. Within the general scope of services, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of this Agreement. In such cases, this Agreement will be modified to reflect any time or money adjustment Contractor is entitled to receive. Contractor shall not proceed with these changes (either additions or deletions) without a change order or amendment being signed by both the City and Contractor and an order or amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change.

5.2. Any claim of Contractor for an adjustment in time or money due to change must be made in writing within thirty (30) days from the date the City notified Contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 11 of this Agreement. Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this Section.

5.3. The amount of any adjustment to this Agreement under this Section shall be a negotiated cost and fee.

5.4. This Agreement may only be amended or modified by a writing signed by the Parties.

SECTION 6. NOTICES

6.1. Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

If to Contractor: _____

Telephone: _____
E-Mail: _____

If to the City: _____

Telephone: _____
Email: _____

6.2 Either party may change the person or address for notices by written notice to the other party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt. Rejection or other refusal to accept or inability to deliver because of changed address, of which no Notice has been given, shall constitute receipt of the Notice.

SECTION 7. CONTRACT ADMINISTRATION

7.1. For Contractor. _____ is Contractor's Authorized Representative for this Agreement. Contractor's Authorized Representative shall act on behalf of Contractor on all matters pertaining to this Agreement. All matters and correspondence to Contractor pertaining to this Agreement shall be directed to the attention of Contractor's Authorized Representative. Contractor's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

7.2. For the City. _____, is the City Manager's designee for purposes of this Agreement and shall act as the Contract Administrator in connection with this Agreement. The City's Contract Administrator may be changed at any time or from time to time by written notice to Contractor. The City's Contract Administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in the language of this Agreement, or waive any of the City's rights hereunder. The City's Contract Administrator is authorized to:

- 7.2.1.** Serve as liaison between the City and Contractor;
- 7.2.2.** Give direction to Contractor to ensure satisfactory and complete performance;
- 7.2.3.** Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;
- 7.2.4.** Serve as records custodian for this Agreement, including wage and prevailing wage requirements;
- 7.2.5.** Accept or reject Contractor's performance;
- 7.2.6.** Furnish timely written notice of Contractor's performance failures to the City Council, City Manager, and/or City Attorney, as appropriate;
- 7.2.7.** Approve or reject invoices for payment;
- 7.2.8.** Recommend modifications or terminations of this Agreement; and
- 7.2.9.** Issue notices to proceed and task and purchase orders.

SECTION 8. TERMINATION

8.1. This Agreement may be terminated by the City, in whole or in part, upon written notice to Contractor, when the City determines that such termination is in its best interest. A termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle Contractor to payment for reasonable costs allocable to this Agreement for work or costs incurred by Contractor up to the date of termination. Contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under this Agreement.

8.2. In the event of any of the circumstances set forth below, hereinafter referred to as "Default," the City may terminate the Agreement, in whole or in part, and from time to time:

- 8.2.1.** Any fraudulent representation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; and

8.2.2. Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this Agreement, failure to satisfactorily perform any part of the work required under this Agreement or to comply with any provision of this Agreement, as determined by the City's Contract Administrator in his or her sole discretion, including:

8.2.2.1. Failing to commence work when notified.

8.2.2.2. Abandoning the work. Visual inspection by the City's Contract Administrator will serve as evidence of abandonment.

8.2.2.3. Subcontracting any part of work without the City's prior approval.

8.2.2.4. Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of this Agreement.

8.2.2.5. Failing to adhere to the required specifications for the work required under this Agreement.

8.2.3 Contractor, or any partner, member, principal or officer of Contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

8.2.4 Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of Contractor's insolvency.

8.2.5 Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of this Agreement, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

8.3. In the event of a Default, the City shall provide Contractor with a written notice to cure the Default. The termination for Default is effective on the date specified in the City's written notice. However, if the City determines that Default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate this Agreement immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or this Agreement, Contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance.

8.4. Notice of any termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

8.5. In the event of termination under Subsections 8.1 or 8.2, Contractor consents to the City's selection of another contractor of the City's choice to assist the City in any way in completing the Project. Contractor further agrees to cooperate and provide any information requested by the City in connection with the completion of the Project, including assignment of any contracting rights the City may require. Contractor consents to and authorizes the making of any reasonable changes to the design of the Project by the City and such other contractor as the City may desire.

8.6. Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Subsection 8.1.

SECTION 9. CERTIFICATIONS OF CONSULTANT

9.1. Contractor, and the individual executing this Agreement on Contractor's behalf, warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on making this Agreement.

9.2. Contractor and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves and have not provided any inaccurate information about themselves or the Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

9.3. Contractor certifies that it is not now, and shall not so long as this Agreement remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved. Contractor's Certification of Non-Involvement in the Nuclear Weapons Industry is attached hereto and incorporated herein as part of this Agreement.

9.4. This Agreement is subject to the living wage requirements under *The City of Takoma Park Code*, hereinafter referred to as the "Code," Sections 7.08.150–7.08.210. Contractor and any subcontractor retained or employed on Contractor's behalf agree to pay each employee assigned to perform services under this Agreement a living wage, subject to exemptions from coverage for particular contracts set forth in Code Section 7.08.160 and for particular employees as set forth in Code Section 7.08.180(F). The current living wage is Fifteen US Dollars and Forty Cents (\$15.40) per hour through June 30, 2022. The living wage rate is adjusted on July 1st of each year to reflect the most current Montgomery County living wage rate and said adjustments shall be applicable to this Agreement unless otherwise exempt. Contractor's Living Wage Requirements Certification is attached hereto and incorporated herein as part of this Agreement.

9.5. Contractor warrants and represents: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this Agreement; that any proposal upon which this Agreement was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this Agreement is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the work required under this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

9.6. Contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. Contractor assures the City that it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

9.7. Contractor certifies that all information Contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this Agreement including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this Agreement for cause and to pursue any other appropriate remedy. Contractor certifies that Contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with Contractor's budgetary and financial obligations and is sufficient to produce reliable financial information.

SECTION 10. INDEMNIFICATION

10.1. Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of Contractor's negligence, malfeasance or failure to

perform any contractual obligations. Contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by Contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, Contractor must defend the City in any action or suit brought against the City arising out of Contractor's negligence, errors, acts or omissions under this Agreement. The negligence or malfeasance of any agent, subcontractor or employee of Contractor is deemed to be the negligence or malfeasance of Contractor. For the purposes of this Subsection, City includes its commissions, departments, agencies, agents, officials, and employees.

10.2. If Contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to Contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, Contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by Contractor of any of its activities or obligations under this Agreement.

10.3. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of any claim made by third parties against Contractor or any subcontractor regarding the services and work provided to the City under this Agreement. Contractor shall provide the City copies of all claims, notices of claims, and all pleadings and motions filed therein as the matter progresses. This Section 10 shall survive termination of this Agreement for a period of three (3) years and six (6) months after the termination date.

SECTION 11. DISPUTES

11.1. Any dispute arising under this Agreement which is not resolved by an agreement between the Parties shall be decided by the City Manager, after reasonable opportunity is provided for the Parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this Agreement by the City, Contractor must proceed diligently with performance under this Agreement. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

11.2. A decision by the City Manager or his or her designee under the dispute procedure set forth in this Section shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland sitting in Montgomery County.

SECTION 12. INSURANCE

12.1. Contractor shall obtain and maintain liability insurance coverage at Contractor's own expense. Contractor shall, within thirty (30) days of the execution of this Agreement, file with the City Manager, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance coverage as set forth more fully herein below with a deductible no greater than _____ Dollars (\$_____), except as specified in Subsection 12.1.3. Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear and endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this Certificate has been endorsed as follows:
"The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed

to expire until thirty (30) days after notice to: ‘City Manager, City of Takoma Park, 7500 Maple Avenue, Takoma Park, MD 20912.’”

Contractor shall, throughout the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance, professional liability insurance, and workers’ compensation insurance in the following amounts and shall submit an insurance certificate, as set forth above, as proof of coverage prior to the final approval of this Agreement:

12.1.1. Commercial general liability insurance with a minimum combined single limit of _____ Dollars (\$_____) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.

12.1.2. Automobile liability insurance with coverage for bodily injury of at least _____ Dollars (\$_____) per person, at least _____ Dollars (\$_____) per occurrence, and coverage for property damage of at least _____ Dollars (\$_____) per occurrence.

12.1.3. Professional liability insurance with coverage for errors, omissions, and negligent acts, with a maximum deductible of _____ Dollars (\$_____), of at least _____ Dollars (\$_____) per claim in the aggregate within one year of such errors, omissions, or negligent acts being discovered. **[This provision may be omitted if the agreement is not for professional services.]**

12.1.4. Workers’ compensation insurance with coverage limits of at least _____ Dollars (\$_____) per bodily injury by accident and coverage for disease of at least _____ Dollars (\$_____) per employee and at least _____ Dollars (\$_____) in the aggregate.

12.1.5. Cyber liability insurance in the amount of _____ Dollars (\$_____) per claim and _____ Dollars (\$_____) in the aggregate. **[This provision may be omitted, depending on the nature of services.]**

12.2. All policies of insurances shall be underwritten by companies licensed to do business in the State of Maryland.

12.3. The City is not responsible for any damage or loss of property or materials stored on or within facilities owned by the City. Contractor shall provide necessary insurance coverage for such losses or shall assume full risk for replacement cost for its own property or materials and that owned by its subcontractors.

12.4. Contractor shall assure that all subcontractors carry identical coverage as required by this Section 12, either individually or as an additional insured on Contractor’s policies. Exceptions may be made only with the written approval of the City.

SECTION 13. SET OFF

13.1. In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term of this Agreement, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed to Contractor against any compensation due to Contractor for the provision of goods and services covered by the terms of this Agreement.

SECTION 14. APPLICABLE LAW

14.1. The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Montgomery County, and the Parties expressly consent to the jurisdiction thereof and waive any right that they have or may have to bring such elsewhere.

SECTION 15. RECORD AND AUDIT

15.1. Contractor shall maintain books, records, documents, and other evidence directly pertinent to costs, estimates and performance under this Agreement or required under any federal, state, or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures, and practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. Contractor will provide proper facilities for such access and inspection.

15.2. Records referred to under Subsection 15.1 shall be maintained and made available during performance under this Agreement and until six (6) years from the date of final completion of the Project. In addition, those records that relate to any dispute or litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and available until six (6) years after the date upon which any such dispute, litigation, claim, or exception is resolved.

15.3. Contractor shall include the provisions of this Section 15 in every subcontract Contractor enters into relating to this Project.

15.4. All proprietary information furnished by Contractor in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between the City and Contractor, shall be held confidential by the City, and returned to Contractor within thirty (30) days of the completion of the services or the conclusion of litigation wherein Contractor's services were provided. All inventions, techniques, and improvements held by Contractor to be proprietary or trade secrets of Contractor prior to any use on behalf of the City, as well as all inventions, techniques, and improvements developed by Contractor, independent of the services rendered to the City under this Agreement, remain the property of Contractor.

SECTION 16. MISCELLANEOUS

16.1. The recitals above are hereby incorporated into this Agreement.

16.2. If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16.3. This Agreement and any rights or obligations under this Agreement may not be assigned or subcontracted by Contractor without the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

16.4. All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

16.5. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Notwithstanding any provisions

to the contrary in any contract terms or conditions unilaterally supplied by Contractor, the terms of this Agreement supersede Contractor's terms and conditions, in the event of any inconsistency.

16.6. All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

16.7. Neither the City nor Contractor has made any representations or promises with respect to the Project except as expressly set forth herein.

16.8. The neuter, feminine, or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

16.9. This Agreement shall not be construed in favor or against either party on the basis that it was drafted by the City.

16.10. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

16.11. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

16.12. Contractor agrees to perform its services under this Agreement in such manner and at such times that the City and/or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors that may be deemed necessary by the City.

16.13. Contractor shall be considered, for all purposes relating to this Agreement, an independent Contractor. Contractor agrees that it is not an agent of the City and shall have no right or authority to enter into any agreements or otherwise bind the City or create any obligations on behalf of the City with any other parties. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the City and Contractor.

16.14. This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[The remainder of this page is intentionally left blank—signature page follows.]

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first written above.

Witness:

[Contractor]:

By: _____

By: _____

_____ Date

Witness:

City of Takoma Park:

By: _____

By: _____

_____ Date

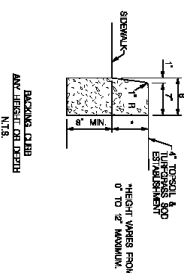
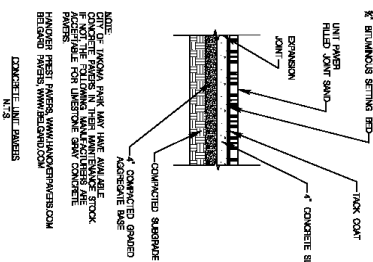
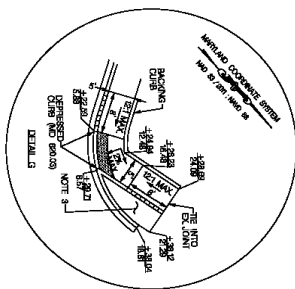
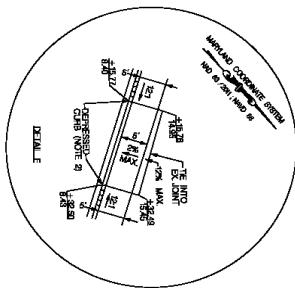
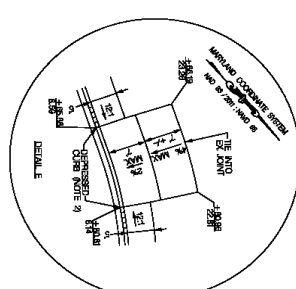
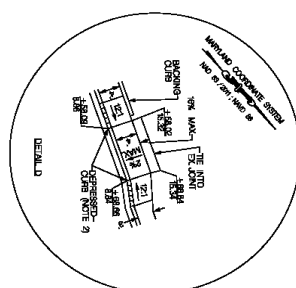
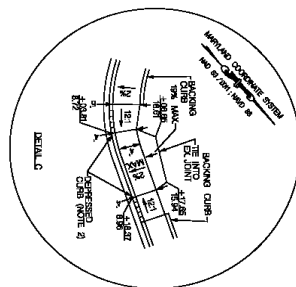
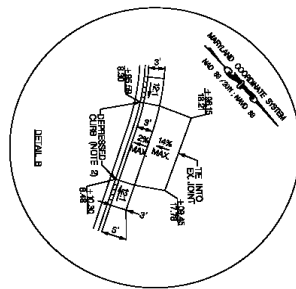
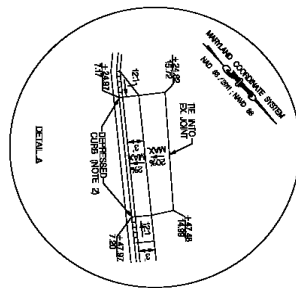
Approved as to form and
legal sufficiency:

_____ day of _____, 2023

E.I. Cornbrooks, IV
City Attorney
City of Takoma Park

City of Takoma Park Domer Ave Sidewalk Construction





NOTES:

1. LUGS FOR STATIONS AND OFFSETS ALONG ROADWAY CURB ARE LOCATED AT THE FACE OF CURB.
2. DRAWINGS SHALL BE CONSTRUCTED WITH DEPRESSED CLARK P&H MESH, 810, 820, OR 20-L TYPE C.
3. REMOVE SAWDUST AND WASH CONCRETE JUNT PAPER PROVIDE ADDITIONAL PAPERS TO MATCH EXISTING DIMENSIONS. GRAY COLOR. SEE DETAIL THIS SHEET.
4. DETECTABLE WARNING SURFACE COLOR SHALL BE RED.

NOTE: MAXIMUM JOINT SPACING FOR CONCRETE CLIPS AND COMBINATION CLIPS & GUTTER IS 10'.

BENDING CLIPS SHALL BE CONSTRUCTIONED AT THE FOLLOWING LOCATIONS:

- STATION 3+50.00 TO STATION 3+67.20 (2' MAX)
- STATION 4+00.00 TO STATION 4+17.20 (2' MAX)
- STATION 4+22.20 TO STATION 4+50.00 (3' MAX)
- STATION 5+20.00 TO STATION 5+37.20 (2' MAX)
- STATION 6+50.00 TO STATION 7+03.20 (2' MAX)
- STATION 7+34.40 TO STATION 7+50.00 (2' MAX)

**CITY OF TAKOMA PARK
DOMER AVENUE SIDEWALK IMPROVEMENTS
FROM FLOWER AVENUE TO
SLIGO CREEK PARKWAY**

DETAIL SHEET

PKS

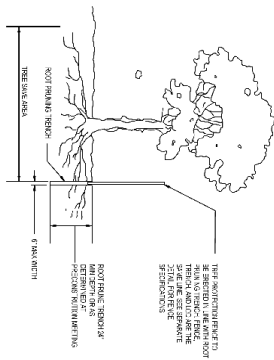
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Engineer | Construction Manager | Planner | Solicitor
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[illegible]

DOWER AVENUE TREE INVENTORY TABLE							
Tree ID	Common Name	Scientific Name	DBH	Condition	Comments	Remove (Yes/No)	Final Recommendations
T-1	Red maple	<i>Acer rubrum</i>	30	Good-Fair	Minor exposed roots, growing on slope.	No	Root pruning or spreading. Aeration mending. Flexible porous paving.
T-2	Red maple	<i>Acer rubrum</i>	40	Good	Minor exposed roots, growing on slope.	Yes	Root pruning or spreading.
T-3	Tulip poplar	<i>Liriodendron tulipifera</i>	40	Fair	Imagined canopy branch debris. Near to power lines. Exposed roots	No	Use root aeration mending for any exposed roots. Flexible porous paving.
T-4	Tulip poplar	<i>Liriodendron tulipifera</i>	23	Fair-Poor	Spaced canopy branch debris. Damaged trunk	Yes	Recommended for removal. Leave as stump to reduce impact to surrounding trees.
T-5	Tulip poplar	<i>Liriodendron tulipifera</i>	24	Fair	Wires on trunk. Pinned in canopy. Branch dieback	No	Root pruning along LDO.
T-6	Tulip poplar	<i>Liriodendron tulipifera</i>	4	Fair	Heavy wires on canopy, interfering canopy	No	Root pruning along LDO.
T-7	Eastern hemlock	<i>Tsuga canadensis</i>	4	Good		No	None - Avoid disturbance to existing well.
T-8	Tulip poplar	<i>Liriodendron tulipifera</i>	15	Fair	Growing on slope, wires on trunk. Split stem. Exposed roots. Photo 8057.	No	None - Avoid disturbance to existing well.
T-9	Tulip poplar	<i>Liriodendron tulipifera</i>	20	Fair	Heavy wires on canopy. Thin crown.	Yes	Recommended for removal.
T-10	Mockernut hickory	<i>Carya tomentosa</i>	11	Good	Growing on slope, minor exposed roots.	No	None - Avoid disturbance to existing well.
T-11	Eastern hemlock	<i>Tsuga canadensis</i>	8	Fair-Poor	Good growth structure. Wires. Multistem. Photo 8065-64	No	Root pruning along LDO.
T-12	Tulip poplar	<i>Liriodendron tulipifera</i>	29	Fair	Growing on slope. Wires. Multistem	No	None - Avoid disturbance to existing well.
T-13	Tulip poplar	<i>Liriodendron tulipifera</i>	16	Fair	Lean. Heavy wires. Branch dieback	No	None - Avoid disturbance to existing well.
T-14	Tulip poplar	<i>Liriodendron tulipifera</i>	17	Fair	Heavy wires. Sparse canopy	No	Root pruning along LDO.
T-15	Bitternut hickory	<i>Carya cordiformis</i>	19	Good-Fair	Thin 19413. Split base DBH. Exposed roots. Photos 8073-8076.	Yes	Recommended for removal. Discuss with arborist.
T-16	Northern red oak	<i>Quercus rubra</i>	38	Good-Fair	Lean. Exposed roots. Minor dead branches. Photos 8077-8078.	No	Root pruning along LDO.
T-17	Mockernut hickory	<i>Carya tomentosa</i>	8	Good	Minor exposed roots. Growing on slope	Yes	Recommended for removal. Leave as stump to reduce impact to surrounding trees.
T-18	Mockernut hickory	<i>Carya tomentosa</i>	9	Good	Growing on slope. Minor exposed roots.	No	Air spade, root prune, and aerial root mending/flexible porous paving.
T-19	White oak	<i>Quercus alba</i>	30	Fair	Dead wires on trunk. Healed over trunk wound. Sparse crown.	No	Air spade, root prune, and root aeration mending
T-20	American beech	<i>Fagus grandifolia</i>	7	Good-Fair	Dead branches. Buttresses roots.	No	Root pruning along LDO.
T-21	Tulip poplar	<i>Liriodendron tulipifera</i>	30	Good	Minor dead branches. Growing on slope.	No	Root pruning along LDO.
T-22	American beech	<i>Fagus grandifolia</i>	5	Good		No	None
T-23	Mockernut hickory	<i>Carya tomentosa</i>	7	Good	Photo 8082.	No	None
T-24	Northern red oak	<i>Quercus rubra</i>	13	Good		No	Root prune, air spade, then flexible porous paving
T-25	Northern red oak	<i>Quercus rubra</i>	2	Good-Fair	Lean over side of canopy.	No	Root pruning along LDO.
T-26	Northern red oak	<i>Quercus rubra</i>	39	Good-Fair	Minor lean on hillside. Dead branches. Exposed roots. Photos 8083-8084.	No	Air spade, root prune and aeration mending/flexible porous paving

TREE PROTECTION NOTES:

- [illegible]



1. INITIAL ANALYSIS WILL BE SET AS PART OF THE REFINEMENT PROCESS AND RECONSTRUCTION OF THE REFINEMENT PLAN.
2. 2 DIMENSIONAL SECTIONING AREAS WILL BE SHOWN AT THE REFINEMENT CONSTRUCTION MEETING AND PLACED PRIOR TO REFINING.
3. EXACT LOCATION OF REFINING SHALL BE OBTAINED IN THE FIELD IN COORDINATION WITH THE REFINING COORDINATOR/INSPECTOR.
4. REFINING SHALL BE IMMEDIATELY DISCONTINUED WHEN COAGULATED SOLID OR OTHER PHYSICAL SPECIFIC REFINING AREA IS NOT IN THE REFINING ZONE.
5. BOOTS SHALL BE CLEAN, DIRT/SLURRY RESISTANT, AND/OR OTHER ACCEPTABLE EQUIPMENT.
6. ALL REFINING SHALL BE EXECUTED WITH NO DOWN TIME AND NO AIR MISTING IN THE REFINING ZONE.

ROOT PRUNING DETAIL

NTS

CITY OF TAKOMA PARK
DOMER AVENUE SIDEWALK IMPROVEMENTS
FROM FLOWER AVENUE TO
SLIGO CREEK PARKWAY
TREE PROTECTION PLAN

SCALE	T=20	DATE	DECEMBER 2022	CONTRACT NO.	T.A.D.
DESIGNED BY	TMB	COUNTY	MONTGOMERY		
DRAWN BY	TMB	LOCAL			
CHECKED BY	RAC				
P.A.P. NO.	T.B.D.				
DRAWING NO.		SHEET NO.	4	0	

[illegible]

Exhibit C – Construction Standards (15 pages)

CONSTRUCTION STANDARDS

Proposers are advised to read these Construction Standards completely below developing proposal prices.

Part A: Asphalt Pavement Definitions

A.1. *ROADWAY EXCAVATION AND GRADING*

This item shall consist of excavating and grading the roadway, including approaches for intersecting streets and private driveways, curb and gutter, construction of embankments, compaction of the subgrade, fine grading, rolling and all other work necessary for the compaction of the subgrade, shoulders, slopes, ditches, change of channel of streams, unless provided otherwise, and disposal of surplus, all in accordance with Section 202 of the [“Maryland Department of Transportation,” State Highway Administration, Standard Specifications](#) for Construction and Materials, and as directed by the City Engineer.

A.2. *GRAVEL BASE CONSTRUCTION*

This item shall consist of construction of a roadway foundation course composed of bank run gravel or crusher run gravel compacted on the prepared Subgrade in accordance with Section 500 of the [“Maryland Department of Transportation,” State Highway Administration, Standard Specifications](#), and as directed by the City Engineer.

Gravel Base construction shall be paid by the number of tons of approved material furnished, placed, compacted, and accepted in accordance with these specifications.

A.3. – A.3.2 *MILLING – VARIOUS DEPTHS*

In areas directed by the City Engineer, the existing asphalt surface shall be removed down to the specified depth (i.e., 2-inch for resurfacing, 6-inch for total reconstruction) by use of a combination milling-planning machine and hauled away from the job site. Such machine shall be capable of producing a true uniform grade throughout, regardless of the type of material encountered. Any curb, gutter, header, or manhole damaged by the milling-planning machine shall be repaired by the Contractor at no additional cost to the City. Section 508 of the [“Standard Specification for Construction and Materials” Maryland Department of Transportation State Highway Administration](#) should be referenced as guidelines.

The Contractor will be required to protect persons and property from flying chips by the use of shields or other suitable means. Any damage to personal property of the residents and/or City right of way shall be repaired by the contractor at no cost to the City.

The unit measure will be by the square yard and will be determined from the actual area of milling-planning. Payment for milling-planning will be made at the contract unit price per square yard. Payment will include removal and disposal of all materials, safeguards, and all labor materials, tools, equipment, and incidentals needed to complete the work specified.

A.4. *PREPARATION OF EXISTING PAVEMENT FULL DEPTH BASE*

Prior to milling and resurfacing, all apparent failure in the existing paving structure shall be identified by the City Engineer or his qualified representative, marked, and repaired by the Contractor. Severely distressed areas of pattern cracking, edge cracks, subsided surfaces, and other defects shall be removed, Subgrade modified, if necessary, and patched with at least 6- inches of base course asphalt. Payment shall be at the contract unit price bid per square yard for the type of material used, as directed by the City Engineer.

A.5. *HOT MIX ASPHALT BASE*

The bituminous base course shall be variable in depth, as directed by the City Engineer and the contract unit price bid shall include furnishing, placing, and compacting all material complete and accepted, as specified in Section 504 “HOT MIX ASPHALT” of [Maryland DOT, State Highway Administration, Standard Specification for Construction and Materials](#). Bituminous Tack Coat will be required on all streets to be resurfaced and shall be as specified in Section 504.03.04 of “[Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials](#),” except this item will not be paid for directly, but will be considered a subsidiary obligation of the various items of this contract. The tonnage of Hot Mix Base Course to be paid for shall be the number of tons of approved material furnished, placed, compacted, and accepted in accordance with these specifications.

A.6. *HOT MIX ASPHALT SURFACE*

The bituminous concrete surface course shall be as specified in Section 504 – “HOT MIX ASPHALT” of [Maryland Department of Transportation, State Highway Administration, and Standard Specifications for Construction Materials](#).

All intersections formed by streets being resurfaced shall be paved to the points of curvature of the intersecting streets, thereby resurfacing the entire intersection. Maintaining positive drainage in the intersections is of prime importance requiring attention on the part of the paving crew leader.

Bituminous Tack Coat will be required on all streets to be resurfaced and shall be as specified in Section 504.03.04 of “[Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials](#)”, except this item will not be paid for directly, but will be considered a subsidiary obligation of the various items of this contract. The amount and rate of application of Tack Coat shall be approved by the inspector.

This item shall be paid based on the number of tons of approved hot mix asphalt surface material furnished, placed, compacted, and accepted in accordance with these specifications.

A.7. *PAVEMENT REINFORCEMENT*

The provisions of 921.09 GEOTEXTILES are applicable to pavement reinforcing and Subgrade stabilizing fabrics that are used under this item. All geotextiles shall be listed in the National Transportation Product Evaluation Program (NTPEP) for geotextiles.

This work includes installing high strength pavement reinforcement fabric over cracks, joints, and patches in existing pavement. The fabric may be installed in strips or full width as directed by the City Engineer. Prior to milling, the Contractor will mark the location of joints and cracks with an offset reference so that they can be located after milling has been completed. Before placing the

fabric, repair potholes, spalls, or cracks greater than 3/16 inches (5mm) wide, using asphaltic concrete.

Immediately before applying the asphalt binder, the pavement surface must be clean of rocks, dirt, debris, and other materials that may prevent a clean bonding surface. The fabric is to be rolled with a static drum or pneumatic roller to ensure adequate adhesion to the pavement surface.

The reinforcement fabric and asphalt cement binder, complete, in place, and accepted is measured by the square yard for full-width fabric, or by the linear foot for fabric strips. Overlaps shall be done as specified by the fabric manufacturer. The payment shall be based on SY of Pavement reinforced with no allowance for overlap.

A.8. *-A.8.1 PAVEMENT MARKING PAINTING*

This task shall include all materials and labor required for machine stripping of the stop bars, crosswalks, roadway marking (lane edge and center lines) that were removed or covered during construction or as deemed necessary by the City Engineer. The paint shall conform to AASHTO M28 Ready Mixed White and Yellow Traffic Paint, Type F.

Preparation and application:

Contractor shall loosen and remove dirt and other materials prior to paint application. Paint shall not be applied when air or surface temperatures are below 50 degrees F. or when pavement is moist. Paint shall be applied in appropriate widths for the application. Paint application shall produce an average, wet film thickness of 0.015 inches. Rate of application shall be 0.0031 gal. per ft. for striping. Location and configuration of permanent markings will match the existing pavement markings, unless otherwise directed by the City Engineer. Survey and layout of markings shall be the responsibility of the Contractor.

Stop Bars

Shall be white paint 12" wide and extend one-half (1/2) the width of the roadway.

Speed Hump

Shall be white paint 12" wide stripes and a pattern specified by the City Engineer.

Lane Edge

Shall be white paint 4" wide stripe at lengths directed by the City Engineer

Center Lines

Shall be double, 4" wide at lengths directed by the City Engineer.

Cross Walks

Shall be two (2), 6" wide lines and extend the full width of the roadway or 18-inch wide cross hatches, 4 feet long, as directed by the City Engineer.

A.9. *THERMOPLAST STRIPING ON HOT ASPHALT*

Such striping shall be installed in strict adherence to manufacturer's standards, a copy of which shall be provided to the City Engineer accompanied by product certifications. The width of striping shall be as given above for each marking.

A.10. *THERMAL STRIPING BY HEAT APPLICATION*

This item covers the unit cost for Thermal Striping on cold pavement using heat application standard equipment. The unit fee shall include application of thermal pavement striping according to the same specification as described in items A.8 and A.9.

A.11. *PREFORMED THERMOPLASTIC PAVEMENT MARKINGS*

Furnish and install preformed thermoplastic pavement marking symbols, legends, and lines in adherence to general guidelines provided in Section 556 of the [Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials](#), as directed by the City Engineer.

A.12. *PAVEMENT SEAL COAT*

Work included in this section shall in general consist of furnishing all labor, materials, and equipment required for pavement seal coats in adherence to general guidelines provided in Section 503 of the [Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials](#), as directed by the City Engineer.

Areas that have been subject to fuel and oil spillage, but not permanently damaged or softened, shall be wire-brushed or scraped to remove excess dirt and grease accumulations. Solvents shall not be used for cleaning. The area shall be primed with acrylic copolymer latex to provide proper handling of the seal coat.

Old lines shall be blackened with Gilsonite asphalt, black epoxy, or black acrylic coating. Excessive building up of lines should be abraded before tar emulsion coats are applied. Immediately before application of sealer, clean surface of all loose dirt, dust, leaves, and other foreign materials by sweeping, blowing, or flushing with water, or any other combination of the three.

A.13. *ASPHALT PAVEMENT PATCHING*

Pavement sections that require patching include additional paving adjacent to the curb and gutter and/or valley gutter shall be replaced to limits directed. The unit price bid per square yard for "Asphalt Patching" shall include removing and disposing of the existing pavement, placing and compacting additional gravel sub-base course, as required, and placing and compacting the bituminous patch with material that shall conform to MSHA standard specification section 505 HHOT MIX ASPHALT PATCHES. It should be noted that in some locations a leveling course will be required. The City Engineer shall direct the areas and type of material to be used for this work. Payment shall be at the contract unit price bid for the type of material used and shall match the existing paving in depth. It will be required that existing pavement be trimmed with a neat straight edge to allow for a smooth connection. Measurement for payment of "Asphalt Patching" shall be on square yard basis, surface measurement, from a point one (1) foot from the gutter edge to the limit of the patch.

A.14. *-A14.1 SUBGRADE IMPROVEMENTS*

This item consists of removal of subgrade material and replacement with compacted and controlled select fill in areas of repairs directed by the Engineer. The depth of improvements may vary, but will generally be limited to two (2) feet below subgrade elevation. If Geotextile fabric or reinforcing material such as Geogrid are specified for subgrade improvements, they shall be installed as per

manufacturer recommendation as directed by City engineer. The cost shall be computed based on area of improved subgrade excluding overlaps.

A.15. *PLAIN, CONVENTIONALLY REINFORCED OR CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT BASE REPAIRS (ANY SIZE)*

Repair of plain, conventionally reinforced, or continuously reinforced Portland cement concrete pavement must adhere to the guidelines in Section 522 of [Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials](#), as directed by the City Engineer. All concrete base repairs will be measured in place and paid for at the contract unit price per cubic yard.

A.16. *ADJUST SEWER MANHOLE TO FINISHED GRADE 2 IN. TO 4 IN.*

Utility Manholes, Water, Sanitary, and Stormwater Manholes and access points shall be adjusted using extension collars compatible with the said utility and in accordance with standards of the same. Any permit or coordination with the respective utility entity is the responsibility of the contractor as is the responsibility of compliance with respective standards. All necessary work and equipment to make any and all manhole covers flush with the resurfaced pavement level is included in this item for payment.

A.17. *ADJUST WATER VALVE BOX*

All necessary work and equipment to make any and all water valves flush with the resurfaced pavement level is included in this item for payment.

A.18. *MAINTENANCE OF TRAFFIC*

Please refer to Special Provisions Items 2 on page 16 for description for detailed description of this item and condition of payment.

A.19 – A.22 *SPEED BUMP, SPEED HUMP, SPEED TABLE, RAISED CROSSWALK*

These items consist of providing labor and materials and incidentals necessary for construction of speed bumps, speed humps, speed tables, and raised crosswalks using Hot Mix surface quality asphaltic concrete. The details of the standards used in the City are attached. Prior to installation of the structures, the contractor shall saw cut the existing pavement to create two (2) six-inch wide, 2-inch deep trenches in the existing pavement perpendicular to the gutter at the outer edges of the planned structure.

The contractor is expected to create a wooden form to match the dimensions of the speed bump and speed hump. The wooden form will be made to the exact profile for the structures. When the structures are being made, these forms will be placed on the existing road surface and the new asphalt will be placed and compacted to match the form.

A.23. *FOUR 4" PIPE BOLLARD INSTALLATION*

Mountable or embedded bendable elastomer 4-inch Bollards with end cap, loop cap, and post guard cover, color finishes of gray or yellow with reflective stripes shall be installed per specifications by the City. The unit cost includes all incidentals to such item. Embedment depth, if applicable, shall be specified by the City Engineer.

A.24. *SIX 6" PIPE BOLLARD INSTALLATION*

Mountable or embedded bendable elastomer 6-inch bollards with end cap, loop cap, and post guard cover, color finishes of gray or yellow with reflective stripes shall be installed per specification by the City. The unit cost includes all incidentals to such item. Embedment depth, if applicable, shall be specified by the City Engineer.

Part B: Concrete Structures Definitions

Unless otherwise indicated by the City Engineer, all concrete structures, including sidewalks and sidewalk ramps, shall conform to “Montgomery County Department of Transportation or Department of Permitting Services” design and construction standards. Two separate unit prices are required for construction of sidewalk and ramps as new construction and as replacement of an existing structure. Also, a bid item is included for installation of detectable warning mat according to manufacturer recommended procedures and as directed by the City Engineer.

B.1. *REMOVE AND REPLACE CONCRETE CURB AND GUTTER*

This item consists of removing and replacing concrete curbs and gutters according to “Montgomery County Department of Transportation,” Standards type A and type B.

Or Standards MC-102.01 Depressed Curb entrance or Type F as found in MCDOT Design Standards at: <https://montgomerycountymd.gov/dot-dte/common/standards.html>

The basis of payment will be the linear foot of completed and accepted structures. Payments shall constitute full compensation for furnishing and placing all materials, including expansion material, all necessary excavation, the removal and disposal of the existing curb, backfilling, tamping, including top soil and seeding for all labor, equipment, tools, and incidentals necessary to complete the item.

All transition sections of curb and gutter necessary due to type changes shall be ten (10) feet in length and shall be measured and paid as Standard type A concrete curb and gutter and valley gutters. Also included in this pay item is where back curb height is specified to be up to 6-inches higher than Type A Standard, the linear feet of curb and gutter shall be measured and paid for under this item.

Removal and replacement of inlet throats shall be measured and paid separately. Removing and replacing, all bituminous paving and gravel base course necessary to allow forming the front edge of the gutter to the point one (1) foot from the edge of gutter, should be included in this unit price. Also included shall be back filling the over dig gap in front of the gutter with concrete upon setting of the concrete and removal of the form. The top two (2) inches of the gap shall be paved with hot mix asphalt after application of sufficient tack coat.

B.2. *REMOVE AND REPLACE SINGLE SIDEWALK RAMP*

This item consists of removing and replacing an existing sidewalk accessibility concrete ramp curbs and gutters according to “[Montgomery County Department of Transportation,” Standards No. MC1112.01 and MC113.01](#) enclosed in the appendix. The basis of payment will be the square yard of completed and accepted structures. Any modification to the detail provided, will be directed by the City Engineer.

B.3. *DETECTABLE WARNING MAT INSTALLATION*

The detectable warning mat shall be mounted on cast in place concrete sidewalk accessibility ramps unless otherwise specified by the City Engineer. Such mat shall meet the requirements outlined in Revised Draft Guidelines for Accessible Public Rights-of-Way. The dimension and color of such ramp shall be approved by the City Engineer prior to installation.

B.4. *NEW CURB & GUTTER INSTALLATION*

As defined in Section B.1, except that this item is constructed where there are no improvements.

B.5. *NEW HANDICAP RAMP INSTALLATION*

As defined in Section B.2, except that this item is constructed where there are no improvements.

B.6. *REMOVE AND REPLACE CONCRETE SIDEWALK*

Defective or distressed sidewalk shall be removed, subgrade inspected and 4-inch layer of approved select backfill shall be placed and compacted prior to forming casting in place 3000 psi 28-day compressive strength concrete. [MGC Standard 110.01, 111.01](#), shall be the basis of the unit price. The Contract unit price per square foot for “Concrete Sidewalk” shall include furnishing and placing all materials, including expansion material, necessary excavation, and backfilling and tamping, including seeding replacement and for all labor, equipment, tools, and incidentals necessary to complete the item.

B.7. *INSTALL NEW SIDEWALK*

As defined in Section B.6, except that this item is constructed where there is no existing improvement.

Unless otherwise indicated by the City Engineer, all concrete sidewalks and sidewalk ramps shall conform to [“Montgomery County Department of Transportation” Standards](#). Two separate unit prices are requested as bid items for sidewalk and ramps, the first one as new construction and the second as replacement of existing defective structures. Additionally, a bid item is included for installation of detectable warning mat according to manufacturer recommended procedures and as directed by the City Engineer.

B.8. *REMOVE AND REPLACE CONCRETE DRIVEWAY APRONS (RESIDENTIAL)*

See description below

B.9. *REMOVE AND REPLACE CONCRETE DRIVEWAY APRONS (COMMERCIAL)*

The contract unit price per square yard for “Concrete Driveway Aprons” for both residential and commercial details shall include furnishing and placing all materials including expansion material, necessary excavation, and backfilling and tamping, seeding replacement and for all labor, equipment, tools, and incidentals necessary to complete the item. Unless otherwise designated by the City Engineer in the field, all

concrete driveway aprons shall be constructed according to [Montgomery County Department of Transportation Standard MC-302.01](#).

The price for Commercial Driveway Aprons shall be full compensation for all excavation, formation, and furnishing of all labor, equipment, tools, and incidentals necessary to complete this item.

B.10. *DRAIN LINE CONNECTION THROUGH CURB*

Curb connections shall consist of installation of a 3.5-inch solid PVC pipe inserted through the curb to drain a sump pump or down spout discharge. During the installation of new curb, the Contractor is responsible for noting all existing connections prior to the excavation and to ensure that these openings are maintained. The Contractor is to ensure that the drain lines are connected securely to the PVC pipe. The area is to be backfilled with soil, compacted and returned to original condition.

B.11. *SAW CUT 4 to 8 INCH ASPHALT OR CONCETE*

All material and labor to furnish the saw cutting as directed by the City Engineer is included in this unit price. All saw cutting operation shall be performed in a manner to minimize dust and runoff. For all saw cutting operations, no run-off generated from the operation and the particulates from the asphalt or concretes is allowed to flow into the stormwater system or any adjacent creek or stream. The contractor will be expected to capture any particulate discharge and filter it or remove it from site once operation is complete. Runoff control measures are considered a part of the saw-cutting operation and shall be conducted in general conformance to Section 308 of the [Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials](#), as directed by the City Engineer.

B.12. *INSTALLATION OF BRICK PAVERS ON SAND BEDDING*

All material and labor to furnish the brick paver installation using standard sidewalk/light traffic or traffic grade brick pavers on a 2-inch sand bedding on firm subgrade, as directed by the City Engineer, is included in this unit price. The brick pattern and edging material shall be installed in a workman-like manner with regard to appearance and durability subject to approval by the City Engineer. Open joints larger than 1/8 inch shall not be permitted.

B.13. *INSTALL BRICK PAVERS ON 4-INCH CONCRETE*

All material and labor to furnish the brick paver installation using standard sidewalk/light traffic or traffic grade brick pavers on a 4-inch concrete bedding of the same standard as sidewalk concrete, or as directed by the City Engineer, should be included in this unit price. The brick pattern and edging material shall be installed in a workman-like manner with regard to appearance and durability. Open joints larger than 1/8 inch shall not be permitted.

B.14. *INSTALL PERMEABLE INTERLOCKING CONCRETE PAVING BLOCKS*

The interlocking precast concrete block units leave drainage openings that typically comprise approximately 10% of the paver's surface area. For estimating purposes the paver block shall be supported by a stone base that has large pore spaces, such as AASHTO #57 Stone. A minimum thickness of 6-inch washed No. 57 stone shall underlie the pavers over suitable soils. Typical interlocking permeable paver specifications used by the City are as follows:

- A. Material Standard: Comply with material standards set forth in ASTM C 936
- B. Color: Natural
- C. Size: nominally 8.5 inches x 6 inches x 3.125 inches thick
- D. Average Compressive Strength (ASTM C140): 8000 psi (55 MPa) with no individual unit under 7200 psi (50 MPa).
- E. Average Water Absorption (ASTM C 140): 5% with no unit greater than 7%. Freeze/Thaw Resistance (ASTM C67): Resistant to 50 freeze/thaw cycles with no greater than 1% loss of material. Free-thaw testing requirements shall be waived for applications not exposed to freezing conditions.

Concrete pavers manufactured by EP Henry Corporation, such as Paver Type: Eco II Paver or approved equal. All the installation and tolerances shall be in strict accordance with guidelines provided in interlocking Concrete Pavement Institute (ICPI) Manual. The Contract unit price for this item shall include furnishing and placing all materials, labor, equipment, tools, and incidentals necessary to complete the work.

B.15. *INSTALL FLEXIBLE POROUS SIDEWALKS*

Flexible porous sidewalk shall be installed in the locations identified by the City. Flexible porous surface is typically used as an alternative to hardscape, sidewalks, pathways and trails to protect tree root systems. The contractor shall provide unit price to install a flexible, porous surface. Equivalent or similar products for flexible porous sidewalk surfaces are provided by the following manufacturers:

- 1. FLEXI-PAVE® <http://capitolflexipave.com/>
- 2. POROUS PAVE, <http://porouspaveinc.com/>
- 3. FILTER PAVE®, <http://filterpave.com/>
- 4. PERK E PAVE™, <https://perkepave.com/>

The contractor shall identify which of the flexible porous surface it plans to provide and the unit price, in accordance with material and installation specification as required by the manufacturer.

B.16. *RIP RAP PLACEMENT (CLASS I)*

For estimating purposes, refer to the description provided in [MGWC 2.1: RIPRAP-Maryland Department of the Environment Waterway Construction Guidelines](#). These guidelines are enclosed.

B.17. *IMBRICATED RIP RAP FOR CHANNEL PROTECTION (CLASS I & II)*

For estimating purposes, refer to the description provided in [MGWC 2.2: IMABRICATED RIPRAP](#). [Maryland Department of the Environment Waterway Construction Guidelines](#). These guidelines are enclosed.

B.17.1 *GROUTED ROCK RIP RAP PLACEMENT*

This work consists of furnishing, and installation of the item, revetment and blankets. It includes filter and bedding material where specified.

All material and installation methods shall generally comply to **Construction Specification 462— Grouted Rock Riprap** provided in the Appendix. This item shall be paid based on unit price for properly installed reinforcement steel in concrete in accordance with provisions of project plans and specifications, as directed by the City Engineer

B.18. *TRAFFIC CIRCLE CONSTRUCTION*

This item includes traffic circles with diameters up to 50 feet, to be constructed at paved intersections. This item includes removal of all asphalt, base, and sub-base, as well as the subgrade material in the middle of the intersection in a circular, semicircular, or oblong elliptic or irregular shape to a depth of 18 inches below asphalt surface. All the soils from excavation must be hauled and disposed of off-site. The curbs and gutter and perimeter brick stripes are to be installed in accordance with Montgomery County Residential Traffic Circles guidelines provided in attachment. Approved topsoil must be provided within the circle to a depth of 13 inches. The guidelines are intended to provide illustrations for cost estimating purposes. The Contract unit price for this item shall include furnishing and placing all materials, labor, equipment, tools, and incidentals necessary to construct the central island of the traffic circle up to a diameter of fifty (50) feet.

B.19. *REINFORCEMENT STEEL*

For Portland Cement Concrete reinforcement all provisions and specifications outlined in [SHA Manual Section 908](#). This item shall be paid based on unit price for properly installed reinforcement steel in concrete in accordance with provisions of project plans and specifications, as directed by the City Engineer.

B.20. *MSHA TYPE “A” OR “C” CURB AND GUTTER*

This item consists of removing and replacing concrete curbs and gutters according to “Maryland State Highway Administration,” Standards A and C. The basis of payment will be the linear foot of completed and accepted structures. Remaining descriptions are identical to that of Item B.1.

B.21. *TIMBER RETAINING WALL*

This item consists of construction of pressure treated timber retaining wall consisting of standard 5-8 inches’ nominal size timber and tiebacks dead men installed according to specifications given by the City. The exposed height of such wall will be a

maximum of four (4) feet. Typically, the wall dead men tiebacks shall be installed at spacing of 24 inches vertically on staggered, alternating rows with typical horizontal spacing of eight (8) feet. The pay item shall be based on square feet of installed and backfilled wall.

B.22. *INTERLOCKING CONCRETE BLOCK RETAINING WALL*

This pay item will be based on a typical interlocking wall of up to four (4) feet in exposed height. For estimating purposes, Keystone™ or versa grid™ retaining wall system may be used. All typical project specification provided in manufacturers guidelines and approved by the City Engineer should be assumed. Site preparation and foundation work, interlocking concrete block, backfill placement and earth reinforcing detail shall comply with above specifications. The pay item includes installed tieback, backfilling, and drainage furnished according to typical specifications.

B.23. *REINFORCED CONCRETE RETAINING WALL*

This item is inclusive of forming, reinforcement, and finishing of cast in place retaining wall with typical backfill and drainage requirement as provided in the appendix. All labor and materials to include site clearing and foundation preparations to be provided by the contractor for finished and approved masonry or cast in place concrete wall. The pay item will be based on measurement in square feet of wall surface.

B.24. *REMOVE AND RELOCATE FENCE*

This work shall consist of removing and relocating existing fence and gates where indicated on the contract plans.

MATERIALS

Concrete footings for chain link fence posts: MSHA Mix No. 2 concrete. Concrete footings for wood fence posts: MSHA Mix No. 3 concrete.

Posts, Braces, Fittings and Hardware: MSHA 914.03.

Remove and Relocate Existing Chain Link Fence will be measured and paid for at the Contract unit price per linear foot.

Part C: Tree Protection & Miscellaneous Materials Definitions

C.1 *HAND EXCAVATION OF CURB WITHIN ROOT ZONE*

Contractors should refer to the “City of Takoma Park Tree Preservation Measures for Tree Protection Plans” included in the appendix, when the project limit of disturbance (LOD) or area within fifteen feet of LOD include existing trees equal to or greater than 7 5/8” inches DBH.

The extent of hand excavation zone will be determined by the City Arborist, but generally extends a minimum of 12 feet on either side of a tree.

C.2 *TREE PROTECTION FENCING*

For type of tree protection fence, contractors should refer to the “City of Takoma Park Tree Preservation Measures for Tree Protection Plans” included in the appendix, when the project limit of disturbance (LOD) or area within fifteen feet of LOD include existing trees equal to or greater than 7 5/8” inches DBH. The necessary length of the fencing shall be directed by the City Arborist, but generally requires a space of 6 feet on either side of the tree.

C.3 *ROOT ZONE PRUNING*

For root zone pruning, contractors should refer to the “City of Takoma Park Tree Preservation Measures for Tree Protection Plans” included in the appendix, when the project limit of disturbance (LOD) or area within fifteen feet of LOD include existing trees equal to or greater than 7 5/8” inches DBH.

When the contractor is excavating in an area within the critical root zone of a tree, all roots encountered during the excavation shall be pruned by hand with a sharp spade or blade to make a defined clean cut of the root. Designation of root pruning area will be identified by the City Arborist or Construction Manager prior to occurrence. The work shall be paid based on linear feet. The unit price for Root pruning using approved equipment should include all necessary material, equipment, tools, and trained operators to complete the work as directed and approved by the City Arborist

C.4 *INSTALLATION OF WOODEN TREE WRAPS*

When required by the City Arborist, as necessary to protect a tree from being damaged by equipment in a work zone, a contractor will install 2 x 4 pine boards vertically around the diameter of a tree. The boards shall be secured with a rope in several locations along the top, middle, and bottom of the boards to ensure that it does not slip or move.

C.5 *TOP SOIL*

Placement of top soil in preparation for vegetation establishment should conform to the specification describe on section [MSHA manual section 920.01.01 and 920.01.02](#). Top soil should be sourced from the list of qualified suppliers provided by Maryland Department of Transportation State Highway Administration (MDOT SHA). The list can be obtained online at:

<https://www.roads.maryland.gov/Index.aspx?PageId=600#soil>

C.6 *GRASS SEEDING AND COVER*

All seeding shall conform to Maryland Department of Highway Standard Specification Section 920.03. It shall be diligently placed in at least 3 inches of top soil and covered with straw for protection. The seeding shall be compensated at contract unit fees. Top soil placed must meet the minimum requirements of the aforementioned Standard.

C.7 *SOD ON 2-INCH TOP SOIL*

All sod where specified by the City Engineer shall be placed over 3-inches of topsoil and conform to Maryland Department of Highway Standard Specification Section

920.01.01 and 920.03. Seeding shall be diligently placed in at least three (3) inches of topsoil and covered with straw mulch for protection. The seed or sod placement shall be compensated at contract unit fees. Top soil placed must meet the minimum requirements of the aforementioned standard.

C.8 *SHREDDED HARDWOOD MULCH-3-INC*

This item shall conform to [MSHA Standards 920.04.03](#) indicating that Shredded Hardwood Bark (SHB) Mulch shall consist of natural bark derived from hardwood trees that has been milled and screened to a maximum 4 in. particle size.

C.9 *BIO RETENTION SOIL MIX (BSM)*

Topsoil, Subsoil, and Bio retention Soil Mix shall conform to requirements of [MSHA manual section 920.01.05 SOILS](#). Soils BSM shall be composed of Sand, Furnished Topsoil, and

Hardwood Mulch. BSM may include approved soil amendments. No other components shall be used.

(1) Sand. Sand shall be washed silica sand that conforms to ASTM C-33 or ASTM M-6 with less than 1 percent by weight of any combination of diabase, Greystone, calcareous, or dolomitic sand.

(2) Furnished Topsoil. Refer to MSHA Standards 920.01.032.

(3) Hardwood Mulch. Hardwood Mulch shall be the bark and wood of hardwood trees that is milled and screened to a uniform particle size of 2 inch or less. Hardwood Mulch shall be aged for 6 months or longer, with negligible quantity of sawdust and no foreign materials.

(4) Amendments. Refer to 920.02. Limestone, Sulfur, and Iron Sulfate may be used to adjust pH of BSM. No other amendments shall be used. Certification of test results for all bio retention soil mixtures used on city's projects is a deliverable document and this item will only be compensated for upon furnishing such certification. An independent quality assurance test may be conducted at the City's discretion.

C.10 *SOIL STABILIZATION MATTING*

This item shall conform to [MSHA Standards 920.04.03](#). Install soil stabilization matting in conjunction with permanent vegetation for the areas that are at final grade in conjunction with Turf Grass Establishment, Seeding Establishment, and Meadow Establishment, or as specified by City Engineer or designee.

C.11 *IMPERMEABLE LINERS*

All geotextiles used shall be listed on National Transportation Product Evaluation Program (NTPEP) for Geotextiles in accordance with [MSHA standards Section 921.09](#). The cost per square foot of installed impermeable liner is equivalent to 30-mil geo-membrane for fluid barriers and shall include installation, anchorage, and overlap requirements, as specified and directed by the City Engineer or designee.

C.12 *AGGREGATE MSHA NO. 57*

This item shall conform to MSHA section 901 and AASHTO Designation M-43 size No. 57 Coarse Aggregate. The stone shall also meet the quality requirements specified in 901.03. This gap graded free draining material is often used as drainage media for stormwater related construction. Washed or double washed No. 57 stone is generally specified for such application. They pay item will be paid when delivered and placed in accordance with provided specification at volume in cubic yard in- place basis.

C.13 *AGGREGATE NO. 7 OR NO. 8*

This item shall conform to Section 901 – AGGREGATES and AASHTO Designation M-43 size No. 7 or 8 coarse aggregate. When placed in accordance with provided specifications, this pay item shall be measured on the basis of cubic yard of aggregate at in place density.

C.14 *AGGREGATE NO. 2*

This item shall conform to [MSHA Section 901](#) and AASHTO Designation M-43 Size No. 2 Coarse Aggregate. The stone shall also meet the quality requirements specified in 901.03. The pay will be per cubic yard of material installed.

C.15 *RIP RAP PLACEMENT FOR EROSION PROTECTION (CLASS I, II)*

Rip Rap placement for channels and ditches shall conform to [MSHA Standards Section 901](#). This pay item will be compensated based on cubic yard of material installed.

C.16 *RIVER JACK BOULDERS STONE 4”-7”*

This item should be visually inspected and approver for landscaping proposes from local sources. It shall be placed as directed and in assortment of size specified. It will be compensated based upon tonnage of material installed.

C.17 *IMBRICATED RIP RAP STONE (CLASS IV AND V)*

Imbricated stone for rip rap should be uniformly graded from the smallest to the largest pieces and installed, as specified. These items shall be compensated on the basis of the Ton of Imbricated Rip Rap placed. The placement is illustrated in MDE publication designated as MGWC 2.1 enclosed in the appendix.

C.18 *PEA GRAVEL*

Pea Gravel shall be river washed, semi-round, clean, and free of organic/deleterious materials. Gradation shall conform to ASTM C-33 specifications for 3/8” aggregate.

C.19 *SUPER SILT FENCE*

Install silt and super silt fence as per the [2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control](#).

C.20 *MINIMUM AMOUNT OF WORK ORDER*

This item should specify the minimum value of the work, a contractor is willing to perform per work order within the scope of this contract.

Small quantity repair is required frequently at various locations within the City. The City consider an aggregate of \$3,000 worth of work located within a one-mile radius to be a minimum work order. Such work order, delineates the work area and lists the repairs to be performed with estimated value based on this contract unit prices. Should the total amount of requested work within a one-mile radius equal \$3,000 then the contractor is required to schedule the work within 2-weeks of the receipt of the notice and perform the work within a month from the date of the work-order. Amounts of work under this value are not obligatory for the Contractor (See General Conditions.)

C.21 *PERIOD OF WARRANTY*

The City requires a warranty period of a minimum one (1) year from the date of completion against all defects due to any and all causes. Natural disaster and mechanically induced failures accidental or deliberate are barred from the warranty unless induced by the contractor's act during and after completion of the same or other work. The warranty period may be extended by agreement.

C.22 *REPAIR OF DEFECTIVE WORK*

For all the defective work within the warranty period, the contractor will receive a request to repair the defect. The contractor is responsible to response to the City request within the next five (5) business day. Should the repair not occur within two (2) months of the request, the City will reserve the right of full compensation for value of work and demolition cost and repair as determined by the City.

Exhibit D – FEDERAL LABOR STANDARDS PROVISIONS ATTACHMENTS (DAVIS BACON) (34 pages)

SUBGRANTEE FEDERAL LABOR STANDARDS ATTACHMENTS for CDBG/ESG (7/2021) Page 1 of 27

FEDERAL LABOR STANDARDS PROVISIONS ATTACHMENTS (DAVIS BACON)
(7/2021)

This packet of Attachments must be included with, applies to, and must be complied with for every federally funded construction related contract and subcontract (with the exceptions noted below). There are a number of requirements for all federally funded construction-based contracts which are listed or synopsisized in this document. The full text of these documents is available via the internet from HUD at www.hud.gov. or through your Contract Monitor.

This packet is not intended to replace any of these applicable statutes, regulations or documents. Neither is it intended to provide a “legal interpretation” of them, some of which are fairly complex. It is, instead, designed to assist in identifying, and placing parties on notice of, these requirements in a “plain language” context.

If you are new to, and unfamiliar with, any of these requirements, there are additional step-by-step guides available. These include several Power Point presentations, an illustrated “Davis-Bacon How-To Guide” and other resources. Please contact your Contract Monitor or call 240-777-3685 to get or view these guides. You can also ask any specific questions or get individual training on these requirements by calling the same phone number.

A very brief overview of some of these requirements follows:

“DAVIS BACON WAGE REQUIREMENTS”

This is a term that broadly covers a number of federal requirements that apply to all federally funded construction related projects whose total cost exceeds \$2,000. More detail is included below (please see HUD- 4010), but basically you must:

- Submit a weekly certified payroll form (see **FORM A:** Form WH-347 and Form WH-347 Instructions);
- Pay workers on a weekly (not bi-weekly) schedule;
- Pay workers a minimum hourly rate based on their activities that may or not include benefits based on a job- specific Wage Determination included below;
- Pay workers time-and-a-half for all hours over 40 worked in a week;
- Post the Wage Determination and a poster describing workers rights on all job sites;
- Ensure compliance with, and include these requirements in agreements with all, subcontractors;
- Provide weekly signed certified payrolls for all workers on covered jobs; and
- Provide additional reporting information (see **FORM B:** Form 4710 and Form 4710 instructions).

MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

This data is reported on Form HUD-2516 (attached). You must gather and report data for the general contractor and all subcontractors on the project. This data includes:

- The dollar amount and date of the contract or subcontract;
- The type of trade for the contract or subcontract (based on one of ten specific category codes),
- The racial/ethnic data for the contractor or subcontractor (based on one of six specific category codes);
- Whether the contractor or subcontractor is a woman-owned business;
- Whether the listed contractor is a prime contractor or a subcontractor;
- The subcontractor ID number for each prime and subcontractor (usually the federal tax ID number of the business);
- The address of each contractor and subcontractor; and
- Whether the contractor or subcontractor is a Section 3 Business Entity (see immediately following section).

SECTION 3 REQUIREMENTS

“Section 3” (of the Housing and Urban Development Act of 1968) mandates that federally funded construction and related activities take affirmative action to provide employment, training and business opportunities for low-income project area residents and businesses. This data is also reported on Form HUD-2516 (attached). There are specific dollar thresholds that trigger Section 3 but you should assume your project is covered if it is federally funded unless your Contract Monitor advises you otherwise. You are required to report specific information for all covered contracts, and to take specific additional affirmative actions if the dollar value of your contract exceeds \$200,000. If the federal funding is a portion of the overall project cost, the ENTIRE project, regardless of funding sources, is covered.

Generally, the government entity awarding the covered funds, and you as the contractor if the contract value exceeds \$100,000, must:

REVISED 2021

COMPLIANCE THRESHOLDS:

- 25% of all labor hours must be performed by a Section 3 worker;
- 5% of all labor hours must be performed by Targeted Section 3 workers;

OTHER REQUIREMENTS:

- Notify Section 3 Businesses and Residents about business and training opportunities;
- Notify Section 3 Businesses about available contracting opportunities

- Notify all contractors and subcontractors on covered project of their Section 3 responsibilities;
- Include the Section 3 Final Rule and requirements in all contracts and subcontracts;
- Facilitate training of Section 3 Residents and awarding of contracts to Section 3 Business Concerns;
- Cooperate with local government and HUD to achieve compliance by contractors and subcontractors;
- Ensure all contractors and subcontractors you use are not in violation of Section 3 requirements **[Make sure the contractors you are considering using are eligible – check on <https://www.epls.gov/>];**
- Document compliance activities; and
- Provide data and documentation for reports.

DEFINITIONS: (REVISED 2021)

- **Section 3 Business Concern**
 - 51% or more owned and controlled by low or very-low income persons or;
 - Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers or;
 - 51% or more owned and controlled by current residents of public housing or Section-8 assisted housing.
- **Section 3 Worker** – any worker who **currently fits, or when hired within the past five years** fit, at least one of the following categories as documented:
 - A low or very low-income resident or;
 - Employed by a Section 3 business concern or;
 - A Youthbuild participant
- **Targeted Section 3 Worker**
 - Employed by a Section 3 concern or;
 - Currently fits or when hired fit at least one of the following categories as documented within the past five years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5*
 - A Youthbuild participant
- **Youthbuild Participant**
 - Academic and occupational skills training program serving youth ages 16 – 24 who have dropped out of high school, or previously dropped out and re-enrolled.
 - Additional Criteria:
 - A member of a low-income family and/or;
 - A youth in foster care (including youth aging out of foster care) and/or;
 - A youth or adult offender and/or;
 - A youth with a disability and/or;
 - The child of an incarcerated parent and/or;
 - A migrant youth

Service Area – an area within one mile of the Section 3 project or if less than 5,000 people live within one mile of Section 3 project, then the Service Area will be an area within a circle centered around the Section 3 project site that encompasses 5,000 people.

Many of the applicable regulations are referenced or described in a particular section of the Code of Federal Regulations (CFR) at 24 CFR 570: Community Development Block Grants. The following list is directly from the Table of Contents of that regulation. Items that appear in bold type are directly relevant to ALL federally funded construction contracts, unless otherwise noted.

§ Part 35 Lead-based paint. **[Do not disturb surfaces without following appropriate specific safety protocols. Test where required.]**

see [24 CFR 570 Subpart K Table of Contents] Subpart K — Other Program Requirements

§ 570.600 General

§ 570.601 Public Law 88-352 [Title VI of the Civil Rights Act of 1964]; Public Law 90-284 [the Fair Housing Act]; Executive Order 11063 [Equal Opportunity in Housing] **[there is an affirmative mandate to further the Fair Housing Act as amended]**

§ 570.602 Section 109 of the Act **["requiring that no person in the United States shall on the ground of race, color, religion, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act."]**

§ 570.603 Labor standards. **[all workers on construction projects must be paid at least the hourly Wage Rate specified for the specific project, must be paid at least weekly, and must be paid overtime for hours worked above 40 per week -**

§ 570.604 Environmental standards.

§ 570.605 National Flood Insurance Program.

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

§ 570.607 Employment and contracting opportunities. **[contractors and subcontractors on federally funded construction contracts must take AFFIRMATIVE ACTION and avoid discrimination in "employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay, or other forms of compensation and selection for training and apprenticeship." You MUST ensure minority participation in the bidding process and actual contract AWARD phases; mere gestures are NOT ADEQUATE]**

[Section 3] For projects whose total cost exceeds \$100,000 - You are required to make opportunities available for jobs and small local businesses owned by low- moderate-income area residents to participate in the project. This can include such things as hiring and/or providing training to local residents or contractors to work on the project and purchasing materials from local merchants. If your project is located in an area in which this is infeasible, you can also fulfill this requirement by providing these opportunities to such individuals and businesses located elsewhere within Montgomery County. Please contact your contract manager for additional details. Included with this packet is a summary sheet on 24 CFR 75, Section 3 New Rule which describes this general requirement.

- § 570.608 **LEAD BASE PAINT (For Construction or Rehabilitation)** The use of all lead-base paint is prohibited, and the disturbance of certain existing surfaces which may potentially contain lead paint is subject to HUD Lead-Base Paint Regulations described at 24 C.F.R. §570.608. DHCA and HUD consider reduction of exposure to lead paint hazards a priority. Appropriate certification of all contractors is required. Grantees that disturb, or cause to be disturbed, surfaces potentially containing lead paint products must follow the specific protocols mandated by the state of Maryland and by HUD. Testing, notification and/or abatement may be required. Additional information may be obtained by calling 1-800- 424-LEAD.
- § 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
- § 570.610 Uniform administrative requirements and cost principles.
- § 570.611 Conflict of interest.
- § 570.612 Executive Order 12372. [Intergovernmental Review of Federal Programs]
- § 570.613 Eligibility restrictions for certain resident aliens.
- § 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

Attached please also find:

“FEDERAL LABOR STANDARDS PROVISIONS” – [HUD-4010] - document prepared by HUD: overview of the contracting and employment requirements.

“SECTION 3 FINAL RULE” - from [24 CFR 75] - Employment Opportunities for Businesses and Lower Income Persons In Connection With Assisted Projects.

The **SPECIFIC WAGE RATE** That Applies to **THIS** Project.

FORM A: WH-347

FORM B: HUD 4710

FORM C: HUD 2516

FORM HUD 60002 REPORTING

(Note: Highlights added for emphasis)

Applicability

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

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

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

(ii) Additional Classifications (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in

conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1235-023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part (Previous editions are obsolete Page 2 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1) of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

3. Payrolls and basic records. (i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018.)

(ii) Certified Payroll Reports. (A) The contractor **shall submit weekly for each week in which any contract work is performed a copy of all payrolls** to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.) **(B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; (Previous editions are obsolete Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1)

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

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

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

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

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

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

rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete Page 4 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the

Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§3729, 3802.

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

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

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

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

SECTION 3 FINAL RULE
24 CFR Part 75 - New Rule
(Formerly known as 24 CFR Part 135-38)

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Final Rule):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

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

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

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

GENERAL WAGE DECISION
(for **THIS** project) :

This is the specific listing of minimum wage rates applicable to **THIS** project. (It is not applicable to, and may not be used for, any other project). All pages of this Wage Decision must be prominently displayed in a location readily accessible to all workers on covered projects at all times, and accompanied by the posters previously referenced. **Please carefully review the work classifications listed to ensure there is a category for all persons who will be performing work at the site.** Contact the Contract Monitor administering this grant with any questions or to obtain missing classifications. **If additional classifications are required, it is important to notify the Contract Monitor IMMEDIATELY so that construction is not delayed.**

THERE SHOULD BE A DATED PROJECT-SPECIFIC
WAGE RATE DETERMINATION FOR THIS PROJECT
ATTACHED IMMEDIATELY FOLLOWING THIS
PAGE- IF NOT, CONTACT THE CONTRACT
MONITOR IMMEDIATELY

"General Decision Number: MD20220085 02/25/2022

Superseded General Decision Number: MD20210085

State: Maryland

Construction Type: Highway

County: Montgomery County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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)(2)-(60).

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: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
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: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 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 2022.
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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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

SUMD2019-003 10/21/2019

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 28.71	12.28
Shoring Scaffold Builder...	\$ 26.66	14.80
CEMENT MASON.....	\$ 28.23	
ELECTRICIAN.....	\$ 35.25	10.09
IRONWORKER (Fence Erector)	\$ 26.86	15.27
IRONWORKER, REINFORCING.....	\$ 34.80	0.00
IRONWORKER, STRUCTURAL.....	\$ 30.70	22.72
LABORER		
Air Tool Operator.....	\$ 20.73	4.29
Asphalt Paver.....	\$ 20.73	4.29
Asphalt Raker.....	\$ 20.55	1.75
Blaster-Dynamite.....	\$ 20.73	4.29
Burner.....	\$ 20.73	4.29
Common.....	\$ 20.55	1.75
Concrete Puddler.....	\$ 20.55	1.75

Concrete Surfacers.....	\$ 20.73	4.29
Concrete Tender.....	\$ 20.55	1.75
Concrete Vibrator.....	\$ 20.55	1.75
Density Gauge.....	\$ 20.55	1.75
Fireproofer-Mixer.....	\$ 20.55	1.75
Flagger.....	\$ 20.55	1.75
Grade Checker.....	\$ 20.55	1.75
Hand Roller.....	\$ 20.55	1.75
Hazardous Material	20.73	4.29
Handler.....	\$	
Jackhammer.....	\$ 20.55	1.75
Landscaping.....	\$ 20.55	1.75
Layout.....	\$ 20.55	1.75
Luteman.....	\$ 20.55	1.75
Mason Tender.....	\$ 20.73	4.29
Mortar Mixer.....	\$ 20.55	1.75
Pipelayer.....	\$ 20.73	4.29
Plasterer-Handler.....	\$ 20.55	1.75
Scaffold Builder.....	\$ 20.73	4.29
Tamper.....	\$ 20.55	1.75
MASON - STONE.....	\$ 37.91	17.79
MILLWRIGHT.....	\$ 33.49	12.35
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 30.94	11.48
PLUMBER.....	\$ 41.67	17.91
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 25.00	1.32
Backhoe.....	\$ 24.00	8.63
Boom Truck.....	\$ 24.00	5.85
Broom/Sweeper.....	\$ 17.50	11.03
Bulldozer.....	\$ 27.54	2.47
Concrete Pump.....	\$ 39.90	5.70
Crane.....	\$ 35.29	15.35
Excavator.....	\$ 26.92	3.51
Forklift.....	\$ 35.11	9.20
Gradall.....	\$ 23.62	0.00+a
Grader.....	\$ 23.62	0.00
Guard Rail Post Driver.....	\$ 24.85	0.00
Loader.....	\$ 25.90	2.56
Mechanic.....	\$ 25.62	6.53
Milling Machine.....	\$ 25.00	3.91
Paver.....	\$ 21.39	6.53

Roller-Asphalt.....	\$ 18.93	6.53
Roller-Earth.....	\$ 20.41	5.59
Scraper.....	\$ 22.44	0.00+a
Screed.....	\$ 19.23	6.53
Skid Steer (Bobcat).....	\$ 17.70	4.84+a
Skidder.....	\$ 20.00	0.00
Trencher.....	\$ 33.98	11.92
Vacuum Truck.....	\$ 38.00	0.00
 SHEET METAL WORKER.....	 \$ 40.27	 20.43
 TERRAZZO FINISHER.....	 \$ 23.28	 11.19
 TILE FINISHER.....	 \$ 23.28	 11.19
 TRUCK DRIVER		
Concrete Pump.....	\$ 31.00	.63
Dump.....	\$ 22.36	0.00
Dump-Articulating.....	\$ 23.00	3.00
Flatbed.....	\$ 22.36	7.84
Lowboy.....	\$ 23.15	2.30
Tack/Tar Truck.....	\$ 20.43	6.53
Tractor Trailer.....	\$ 20.65	6.53
Water.....	\$ 19.62	6.53

a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

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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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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 DECISIO"

PAYROLL

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

OMB No.: 1215-0149 Expires: 12/31/2011	Rev. Dec. 2008.
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.	
NAME OF CONTRACTOR <input type="checkbox"/>	OR SUBCONTRACTOR <input type="checkbox"/>
ADDRESS	
Wage and Hour Division	

[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. §§ 3.3.5.3(e). The Consent Act (40 U.S.C. § 3145) requires that contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit 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. § 3.53(e)(2)(i) require contractors to submit weekly a copy of all payments to the Federal agency concerned for financing the construction project accompanied by a signed "Statement of Compliance" indicating that the payments 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 the collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3352, 200 Constitution Avenue, N.W.

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____, (Contractor or Subcontractor) _____ on the _____
(Building or Work) _____; that during the payroll period commencing on the _____

_____ 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

_____, (Contractor or Subcontractor) _____ from the full
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. 367, 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.	

FORM A – FORM WH-347 INSTRUCTIONS
Instructions For Completing Payroll Form, WH-347

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 of 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 1 and 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.

FORM B – FORM - 4710

Agency Name:	Agency Type: [e.g., CDBG, PHA, TDHE/IHA]	State:	LR2000 Agency ID #: (HUD Use Only)
Period Covered: Check One and Enter Year(s) <input type="checkbox"/> Period 1: October 1, _____ to March 31, _____ <input type="checkbox"/> Period 2: April 1, _____ to September 30, _____			
Agency Contact Person:		Agency Contact Phone/E-mail:	

PART I - CONTRACTING ACTIVITY*

*Pertains **ONLY** to projects awarded during the reporting period.*

1. Number of prime contracts subject to the Davis-Bacon and Related Acts (DBRA) and/or the Contract Work Hours and Safety Standards Act (CWHSSA) awarded this period

Note: Do not include contracts included in previous semi-annual reports

2. Total dollar amount of prime contracts reported in item 1 above

\$

3. List for each contract awarded this period:

Project	Contract	Wage Decision Number	Wage Decision Lock-In Date
<i>Name/Number</i>	<i>Amount</i>		
EXAMPLE: "Boy's Club Renovation # CD54005-65"	"\$0,000,000.00"	"FL040001/Mod 3, 6/25/04, Building"	"07/02/04 bid open date" ◀ Lock

*Use additional pages if necessary



WHAT IS THE LOCK-IN DATE? For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" the wage decision **provided** that the contract is awarded within 90 days. If the contract is awarded more than 90 days after bid opening, the contract award date 'locks-in' the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, use the construction start date as the lock-in date. However, for projects receiving assistance under Section 8 of the U.S. Housing Act of 1937 or contracts involving a *project* wage determination, the lock-in rules may vary from above. See Department of Labor Regulations, 29 CFR, Part 1, Section 1.6 and/or HUD Handbook 1344.1, or consult the HUD Labor Relations staff.

WHAT IT ISN'T: Do not use the wage decision publication date, unless that happens to correspond to one of the trigger events described above. If you are not sure about any of this, please feel free to contact the Labor Relations staff in your state or region.

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Agency Name:	Agency Type: [e.g., CDBG, PHA, TDHE/IHA]	State:	LR2000 Agency ID #: (HUD Use Only)
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, ____ to March 31, ____	<input type="checkbox"/> Period 2: April 1, ____ to September 30, ____		
Agency Contact Person:	Agency Contact Phone/E-mail:		

PART II - ENFORCEMENT ACTIVITY*

Pertains to all projects, not just contract(s) awarded during the reporting period.

4. Number of employers against whom **complaints** were received (list employers and projects involved below):

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Employer	Project(s)
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5. (a) Number of cases (employers) referred to HUD Labor Relations for investigation or §5.11 hearing (list referrals below):

--

- (b) Number of cases (employers) referred to the Department of Labor (DOL) for investigation or §5.11 hearing (list referrals below):

--

Employer	Project	HUD or DOL	Invest. Or Hearing
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6. (a) **Number of workers for whom wage restitution was collected/dispursed:**
Report only once; if you previously reported workers for whom restitution was collected, do not report the same workers when funds are disbursed. Include workers to whom restitution was paid directly by the employer.

--

- (b) **Total amount of straight time wage restitution collected/dispursed during this period:**
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

\$	
----	--

- (c) **Total amount of CWHHSA overtime wage restitution collected/dispursed during this period:**
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

\$	
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- (d) **Total amount of liquidated damages collected:**

\$	
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* Use additional pages if necessary

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FORM B – FORM 4710 INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

All Federal agencies administering programs subject to Davis-Bacon wage provisions are required by Department of Labor (DOL) regulations (29 CFR Part 5, Section 5.7(b)) to submit a report of all new covered contracts/projects and all enforcement activities each six months. In order for HUD to comply with this requirement, it must collect contract and enforcement information from local agencies that administer HUD-assisted programs subject to Davis-Bacon requirements. HUD requests that local agencies complete and submit a Semi-annual Enforcement Report each six months.

Local agencies and HUD must retain a copy of the Semi-annual Enforcement Report in its files.

FORM B – FORM 4710 INSTRUCTIONS

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Local agencies and HUD must retain a copy of the Semi-annual Enforcement Report in its files.

Please follow these instructions while compiling the **Semi-Annual Labor Standards Enforcement Report for Local Contracting Agencies (HUD Programs)** (form HUD-4710).

Introduction

Department of Labor (DOL) Regulations 29 CFR §5.7(b) require Federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) labor standards to furnish a Semi-Annual Labor Standards Enforcement Report to the Administrator of the Wage and Hour Division. Some HUD programs are administered by state and local agencies for labor standards compliance. HUD must collect information from such agencies in order to capture enforcement activities for all HUD programs in its reports to DOL.

Reporting Periods: Period 1 October 1 through March 31

Period 2 April 1 through September 30

Report Format: Each agency report consists of two parts:

Part I concerns contracting activity for work awarded during the reporting period;

Part II concerns enforcement activity for all contracts, regardless of the award date.

The HUD Labor Relations staff for your area will send a courtesy reminder shortly before the due date about preparing the report and will remind you of the date your report is due. However, you should maintain accurate records throughout the year of relevant contract information so that you can submit the report timely.

Definitions and Guidance

Part I - Contracting Activity - This part concerns only contracts that were **awarded** during this period. *Do not* include contracts that were awarded prior to this period even though the contracts may still be underway. *Do* include work subject to purchase order or other form of agreement, even if there is no formal contract award.

- Item 1.** Enter the total number of prime contracts subject to DBRA/CWHSSA **awarded** during this period. Track contracts by award or start of construction - **do not** track by bid opening date. Public Housing Authorities (PHAs), Tribally-designated Housing Entities (TDHEs)/Indian Housing Authorities (IHAs): Include force account work that is subject to DBRA/CWHSSA.
- Item 2.** Enter the total dollar amount of the contracts and/or PHA/TDHE/IHA force account work reported in Item1.
- Item 3.** List each project/contract name, brief descriptive information, number or unique identifier, dollar amount, the wage decision and modification number in the contract, bid opening date, contract award date, and construction start date. Identify which milestone date triggered the wage decision "lock-in" (bid opening date, contract award date or start of construction date, as appropriate). If the project was not subject to sealed bids, indicate "NA" for bid opening date and proceed to identify the other dates.

Part II - Enforcement Activity - This part concerns *all* enforcement activity no matter when the contract was awarded or construction began.

- Item 4.** Enter the number of **employers** (contractors, subcontractors, lower-tier subcontractors) against whom complaints were received during the report period. List the names of the employers against whom complaints were received and the projects involved.
- Item 5.** Enter the number of employers that were referred to HUD Labor Relations or DOL staff for investigations, for hearings on appeal and/or debarment hearings. List the employer, project, and agency (HUD or DOL) to which the case was referred, and the reason for referral - investigation, appeal hearing (DOL Regulations 29 CFR Part 5, Section §5.11) and/or debarment (DOL Regulations 29 CFR Part 5, Section §5.12) hearing.
- Item 6.** Enter information relative to wage restitution that was **collected and/or disbursed** during the report period. This includes restitution disbursed by the agency; restitution reported on certified payroll correction reports, amounts collected but not disbursed because workers could not be found. Report straight time wage restitution separate from Contract Work Hours and Safety Standards Act (CWHSSA) overtime wage restitution. Also list liquidated damages collected for CWHSSA overtime violations.

FORM C – HUD 2516 (with instructions)

NOTE: The data and instructions for this form are provided below. The format has been modified to enhance readability on letter size paper. A copy of the form follows.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency
2. Location (City, State, Zip Code)
3. Name of Contact Person & Phone Number (including Area Code)
4. Reporting Period [] Oct 1 – Sep 30 (Annual –FY).
5. Program Code (for Public and Indian Housing Only) (see “5. Program Codes” below)
6. Date Submitted to Field Office.
7. (Tabular Format)

- 7a. Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.
- 7b. Amount of Contract or Subcontract
- 7c. Type of Trade Code (see “7c. Type of Trade Codes: Housing/Public Housing below)
- 7d. Contractor or Subcontractor Business Racial/Ethnic (See “7d: Racial/Ethnic Codes” below)
- 7e. Woman Owned Business (Yes or No)
- 7f. Prime Contractor Identification (ID) Number
- 7g. Section 3 (Yes or No) for Prime Contractor
- 7h. Subcontractor Identification (ID Number)
- 7i. Section 3 (Yes or No) for Subcontractor
- 7j. Contractor/Subcontractor Names and Address

5. Program Codes (Complete for Housing and Public and Indian Housing Programs only):

- 1= All insured, including Section 8
- 2= Flexible Subsidy
- 3= Section 8 Noninsured, Non-HFDA
- 4= Insured (Management)
- 5= Section 202
- 6= HUD-Held (Management)
- 7= Public/Indian Housing
- 8= Section 811

7c. Type of Trade Codes: Housing/Public Housing

- 1= New Construction
- 2= Substantial Rehab
- 3= Repair
- 4= Service
- 5= Project Management
- 6= Professional
- 7= Tenant Services
- 8= Education/Training
- 9= Arch/Engrg. Appraisal
- 0= Other

7d: Racial/Ethnic Codes

- 1= White Americans
- 2= Black Americans
- 3= Native Americans
- 4= Hispanic Americans
- 5= Asian/Pacific Americans
- 6= Hasidic Jews

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants, Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed towards low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 (see **Form D** Attached) to report employment and training opportunities data.

Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3. A Section 3 Contractor/subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 person or more owned by low-income residents; or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents; include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very-low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons means families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. Only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor’s ID in items 7f. for all contacts and subcontracts. Include only contracts expected during this reporting period. PHAs/IHAS are to report all contracts/subcontracts.

Community Development Programs Instructions:

1. **Grantee:** Enter the name of the unit of government submitting this report.

3. **Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a **Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes) For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. **Amount of Contract/Subcontract:** Enter the dollars amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. **Type of Trade:** Enter the numeric codes which best indicates the contractor’s/subcontractor’s service. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.

7d. **Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. **Woman Owned Business:** Enter Yes or No.

7f. **Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm

(FORM FOLLOWS)

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2535-0117 (exp. 11/30/2009)

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency				Check if: PHA <input type="checkbox"/> IHA <input type="checkbox"/>		2. Location (City, State, ZIP Code)					
3a. Name of Contact Person			3b. Phone Number (Including Area Code)		4. Reporting Period <input type="checkbox"/> Oct. 1 - Sept. 30 (Annual-FY)			5. Program Code (Not applicable for CPD programs.) See explanation of codes at bottom of page. Use a separate sheet for each program code.		6. Date Submitted to Field Office	

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.	Amount of Contract or Subcontract	Type of Trade Code (See below)	Contractor or Subcontractor Business Racial/Ethnic Code (See below)	Woman Owned Business (Yes or No)	Prime Contractor Identification (ID) Number	Sec. 3	Subcontractor Identification (ID) Number	Sec. 3	Contractor/Subcontractor Name and Address				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	7j.				
									Name	Street	City	State	Zip Code

CPD: 1 = New Construction 2 = Education/Training 3 = Other	7c: Type of Trade Codes: Housing/Public Housing: 1 = New Construction 6 = Professional 2 = Substantial Rehab. 7 = Tenant Services 3 = Repair 8 = Education/Training 4 = Service 9 = Arch./Engrg. Appraisal 5 = Project Managt. 0 = Other	7d: Racial/Ethnic Codes: 1 = White Americans 2 = Black Americans 3 = Native Americans 4 = Hispanic Americans 5 = Asian/Pacific Americans 6 = Hasidic Jews
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5: Program Codes (Complete for Housing and Public and Indian Housing programs only):
 1 = All insured, including Section 8 5 = Section 202
 2 = Flexible Subsidy 6 = HUD-Held (Management)
 3 = Section 8 Noninsured, Non-HFDA 7 = Public/Indian Housing
 4 = Insured (Management)

FORM HUD 60002 REPORTING

The Section 3 Performance Evaluation and Registry System (SPEARS) is a Web-based system that allows direct recipients of HUD funding that are covered by Section 3 to submit Form HUD 60002. To access this system, users must obtain a user ID and password in HUD's Web Access Secure Systems (WASS) and have access to the FHSEC3 system in WASS. [Visit the 60002 User Registration Guide](#) or type in <https://www.hud.gov/sites/documents/33016SPEARSV2QUICKGUIDE.PDF> for information on how to register in WASS for access to SPEARS.

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