CITY OF HOUSTON - Housing and Community Development Department

Labor Standards &
Minority Business Enterprise (MBE)/Small Business Enterprise (SBE)
Compliance Packet

CDBG

Activities covered by basic statutes to which Davis Bacon is relevant:

- Construction, alteration and/or repair of public facility building or public work, in the amount of $2,000.^{00} and more.
- Construction/rehabilitation of residential properties designed for residential use in excess of eight (8) units.
- Demolition of structures that requires a replacement or new construction.

Exception to coverage:

- Use of CDBG funds for the purpose of acquisition and payment of soft cost.

HOME

Activities covered by basic statutes to which Davis Bacon is relevant:

- Construction, alteration and/or repair of residential properties in the amount of $2,000.^{00} and more when the number of **assisted units** is greater than 12.
- Use of HOME funds for the purpose of acquisition, construction, rehabilitation and/or other related expenses including soft cost.

Project Name & Address:_____

Name of the Contractor/Subcontractor:_____

Scope of Work/Services:_____

Address including zip code:_____

Phone Number:_(_____)_____ Fax:(____)_____

Tax ID Number/SS#: (9 digits)_____

Amount of Contract:_____

Contact Person:_____ Email:_____

Level Tier: (circle) 1, 2, 3, other:___ Contracting Subcontractor: _____

Racial/Ethnicity: (circle #) 1-Caucasian 2-Black 3-Native American 4-Hispanic 5-Asian Other: _____

Gender: (circle) Male Female HUB Certified: (circle) Yes No

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Compliance Submittals

Contractor and subcontractor shall submit the following applicable forms at the times identified below to the City of Houston, Housing & Community Development Department. All forms must be signed by a duly authorized member of the firm.

Forms	**Page**	**Deadline**
Coversheet	FC-0	10 days after Notice of Intent to Award (NOIA)
Request for Contractor/Subcontractor Clearance	FC-22	At submission of bid/prior to the award of contract
MBE & SBE Participation Plan	FC-23	10 days after NOIA
MBE & SBE Subcontractor Terms	FC-24	10 days after NOIA
Certificate Appointing Officer	FC-25	10 days after NOIA
Employee Information Sheet	FC-26	With first payroll and as needed
Report of Additional Classification & Rate	FC-27	As needed
Start of Work Notice	FC-28	At commencement of work
Work on Hold Notice	FC-29	As needed
Employee Statement of Work Verification	FC-30	As needed
Payroll Deduction Authorization Form	FC-31	As needed
Termination of Work Notice	FC-32	At completion of work

Federal Labor Standards Provisions (Hud-4010)

Federal Labor Standards Provisions

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

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal La or 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 here of, 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 program s, which cover the particular weekly period, are deem d to be constructively made or incurred during such weekly period. Such laborers and mechanic s shall b e 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 2 9 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20 210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 3 0 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-01 40.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipate d in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be with held 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 designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be part of the wages required by the contract, HUD or its necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserve d 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 l (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 l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the ca se 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 2 9 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 W H-347 is available for this purpose from the Wage and Hour Division Website at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for 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 HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained Under 29 CFR 5.5 (a)(3)(i), and that such information is Correct and complete

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CF R 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 W H-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 1 8 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be g rounds for debarment action pursuant to 29 CFR 5.1 2.

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 apprentice ship 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 journeyman 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 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 of Labor, 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. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually perform ed. 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 subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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 here in incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the lab or 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 per son 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 t he Davis-Bacon Act or 29 CF R 5.12(a)(1) or to be a warded HUD contracts or

(iii) The penalty for making false statements is prescribed In the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.s. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purposes of…influencing in any way the action of such Administration….makes, utters or publishes any statement knowing the same to be false…. Shall be fined not more than $5,000 or imprisoned not more than two year, or both."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such Territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph

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

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-5 4, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provision.

Minority Business Enterprises (MBE) &

Small Business Enterprises (SBE)

MINORITY BUSINESS ENTERPRISE (MBE) &
SMALL BUSINESS ENTERPRISES (SBE)
Program Requirements

A. **The following documents must be signed and submitted to the Housing and Community Development Department (HCDD) within ten (10) working days upon notification of finalist or successful proposer status along with documentation of Good Faith Efforts, if any.**

(1) Minority Business Enterprise & Small Business Enterprises ("MBE & SBE") Participation Plan (**FC-23**) - List of proposed Subcontractors and Suppliers

(2) Executed Subcontract(s), or Letter(s) of Intent for each MBE & SBE Subcontractor or Supplier, including:

Name of MBE & SBE Subcontractor/Supplier;
Description of the Scope of Work to be performed;
Dollar value or each proposed MBE & SBE subcontract; or
Documentation of Good Faith Efforts to meet the MBE & SBE Goal

B. **MBE & SBE Reporting**

MBE & SBE Monthly Utilization Report must be submitted through online Contract Monitoring System, known as **B2GNow** System. The B2GNow system can be accessed through: https://houston.mwdbe.com/.

C. **MBE & SBE Requirements**

1) ***Purpose***

To facilitate implementation of Chapter 15 Article V of the City of Houston Code of Ordinances relating to MBE & SBE Contract Participation.

2) ***Policy***

It is the policy of the City to encourage the full participation of MBE & SBEs in all phases of its procurement activities and to afford them a full and fair opportunity to compete for City contracts at all levels.

3) ***Policy Elements***

(a) The Contractor agrees to ensure that MBE & SBEs, as defined in Chapter 15 Article V of the City of Houston Code of Ordinances, have a full and fair

opportunity to participate in the performance of City contracts. In this regard, the Contractor shall take all reasonable Good Faith Efforts as defined herein, to meet the MBE & SBE Goal for this contract.

(b) The Contractor and any Subcontractor/Supplier shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of City contracts.

(c) Contractor's performance in meeting the MBE & SBE Participation Goal will be monitored by the HCDD Compliance and Monitoring Division of HCDD.

4) ***Percentage Goal***

The percentage goals for MBE & SBE participation under this contract are specified in the loan agreement/construction contract.

5) ***Proposer Responsibilities***

(a) ***Prior to Award:*** Proposer must submit a plan ("The Plan") setting out how the goal is to be met or within a period designated by HCDD.

(i) MBE & SBE Participation Plan (FC-23) - List of proposed Subcontractors/Suppliers. **All MBE & SBEs listed on this form must be certified by the Office of Business Opportunity Department prior to the Request for Proposal due date with the following exception**: The Office of Business Opportunity Department will consider priority certification of non-certified firms in those cases where the successful proposer proposes the utilization of a firm for a specific capability not found among at least three (3) certified firms.

(ii) Executed Subcontract(s), or Letter(s) of Intent for each MBE & SBE Subcontractor or Supplier, including:

Name of MBE & SBE Subcontractor/Supplier;
Description of the Scope of Work to be performed;
Dollar value or each proposed MBE & SBE subcontract; or

(iii) Documentation of Good Faith Efforts to meet the MBE & SBE Goal, if the goal is not met. See MBE/SBE Good Faith Efforts (FC-18) for minimum standards for Good Faith Efforts. Such documentation shall be presented to HCDD for review by the Office of Business Opportunity Department.

Note 1: Failure to respond within the designated period could result in a finalist being considered non-responsive and the next proposer being considered for award.

Note 2: The Proposer shall be bound by the Plan submitted unless a waiver is received from the Director of HCDD ("Director").

Note 3: The Director is authorized to suspend any Contractor who has failed to make Good Faith Efforts to meet an established MBE & SBE Goal; and to suspend any MBE & SBE who has failed to make Good Faith Efforts to meet all requirements necessary for participation as an MBE & SBE.

(iv) Prior to award, the successful proposer shall execute written contracts with all of its MBE & SBE Subcontractors and shall assure that all such contracts contain the terms set out in this document. Contracts (including purchase orders or similar instruments) with MBE & SBE suppliers may be issued after the Notice to Proceed but should also incorporate the terms as listed on (FC-23).

(v) Prior to award, Contractor shall designate an MBE & SBE liaison officer who will administer the Contractor's MBE & SBE programs and who shall be responsible for maintenance of records of Good Faith Efforts to subcontract with MBE & SBE Subcontractors/Suppliers.

(a) After Award

(i) Contractor shall report the monthly MBE & SBE Utilization through the online Contract Monitoring System, B2GNow.

(ii) Comply with MBE & SBE Participation Plan (FC-23), unless it has received approval from HCDD to deviate therefrom. Approval will not be reasonably withheld.

(iii) Upon approval by HCDD, make Good Faith Efforts to replace a certified MBE & SBE Subcontractor/Supplier that is displaced, for any reason, with another certified MBE & SBE.

(iv) Submit all disputes with MBE & SBE Subcontractors and Suppliers that are unable to be resolved by the HCDD to binding arbitration as set out in the City's Office of Business

Opportunity Department and Contract Compliance Division.

(v) Make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of the contract; and agree to protect, defend and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments. (Disputes relating to payment of MBE & SBE Subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MBE & SBE subcontract. Failure of the Contractor to comply with the decisions of the arbitrator may, at the sole discretion of the City, be deemed a material breach leading to termination of this contract).

6) ***Eligibility of MBE & SBE Firms***

(a) To ensure that the MBE & SBE program benefits only those firms that are owned and controlled by a minority person(s), the Office of Business Opportunity will certify the eligibility of MBE & SBE Subcontractors/Suppliers. Contact the Office of Business Opportunity Department at (713) 837-9000 for information regarding certification.

(b) The Office of Business Opportunity publishes and maintains a MBE & SBE Directory. This Directory is available from the Office of Business Opportunity Department as well as the City of Houston web page.

NOTE: ALL MBE & SBE FIRMS, EVEN IF CERTIFIED BY ANOTHER AGENCY, MUST BE CERTIFIED BY THE OFFICE OF BUSINESS OPPORTUNITY IN ORDER TO QUALIFY FOR ATTAINMENT OF THE MBE & SBE GOAL.

7) ***Determination of MBE & SBE Participation***

MBE & SBE participation shall be counted toward meeting the MBE & SBE Goal in accordance with the following:

(a) Once a firm is certified as an MBE & SBE, the total dollar value of the subcontract awarded to the MBE & SBE is counted toward the MBE & SBE Participation Goal.

(b) When a Contractor or Subcontractor organizes a joint venture with one (1) or more MBE & SBEs to satisfy its MBE & SBE Goal, HCDD shall determine the percent of participation resulting from such joint venture to be counted toward the MBE & SBE Goal.

(c) Contractor may count toward its MBE & SBE Goal those MBE & SBE Subcontractors/Suppliers performing a Commercially Acceptable

Function.

COMMERCIALLY ACCEPTABLE FUNCTION means a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the MBE & SBE by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the MBE & SBE is responsible. Without limiting the generality of the foregoing, an MBE & SBE will not be considered to be performing a Commercially Acceptable Function if it subcontracts, to non-MBE & SBE firms or to other MBE & SBE firms, more than fifty (50%) percent of a contract being counted toward the applicable participation goal, unless such subcontracting in excess of fifty (50%) percent has been expressly permitted by the Director of Office of Business Opportunity Department in a written waiver of this requirement. A waiver shall be granted upon demonstration that the industry standard for the type of work involved is to subcontract over fifty (50%) percent of the work.

8) ***Compliance of the Contractor***

To ensure compliance with MBE & SBE requirements, the HCDD will monitor Contractor's efforts regarding MBE & SBE Subcontractors/Suppliers during the performance of this Contract. This may be accomplished through job site visits, reviewing of records and reports, and interviews of randomly selected personnel.

9) ***Records and Reports***

(a) Each month the Prime Contractor is responsible for inputting payments in the B2GNow system each month. Additionally, each MBE and SBE must confirm the Prime Contractor's payment in the system each month. If there is a dispute regarding payment, the Prime Contractor and MBE & SBE must reach a resolution.

(b) Contractor shall maintain the following records for review upon request by the HCDD:

(i) Copies of Subcontractor agreements and purchase orders as executed;

(ii) Documentation of payments and other transactions with MBE & SBE Subcontractors/Suppliers; and

(iii) Appropriate explanations of any changes or replacements of MBE & SBE Subcontractors/Suppliers.

NOTE: ALL REPLACEMENT MBE & SBE FIRMS MUST BE APPROVED BY HCDD.

(c) If the MBE & SBE Goal is not being met, the monthly report shall include a narrative description of the progress being made in MBE & SBE participation. Reports are required when no activity has occurred in a reporting period.

(d) All such records must be retained for a period of three (3) years following completion of the work and shall be available at reasonable times and places for inspection by authorized representatives of the City.

D. **Sanctions**

(1) ***General***

Pursuant to Section 15-86 of the Code of Ordinances, the Director is authorized to suspend for a period of up to, but not to exceed, five (5) years, any Contractor who has failed to make Good Faith Efforts or who has failed to comply with its submitted Plan pursuant to Section 15-85 unless a waiver has been granted from engaging in any Contract with the City. The Director is also authorized to suspend any MBE & SBE who has failed to make Good Faith Efforts from engaging in any Contract affected by Article V of Chapter 15 of the Code of Ordinances, for a period of up to, but not to exceed, five (5) years.

(2) ***Guidelines for Imposition of Sanctions***

(a) ***General***

(i) No suspension shall be imposed by the Director except upon evidence of specific conduct on the part of an MBE & SBE or a Contractor that is inconsistent with or in direct contravention of specific applicable requirements for Good Faith Efforts; and

(ii) Imposition and enforcement of suspensions shall be consistent with applicable state law.

(b) ***Severity of Sanctions***

In determining the length of any suspension, the Director shall consider the following:

whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the Contractor or MBE & SBE of the duties imposed on them by Article V of Chapter 15 of the

Code of Ordinances and these procedures;

the number of specific incidences of failure by the Contractor or MBE & SBE to comply;

whether the Contractor or MBE & SBE has been previously suspended;

whether the Contractor or MBE & SBE has failed or refused to provide the Director with any information requested by the Director or required to be submitted to the Director pursuant to law or these procedures;

whether the Contractor or MBE & SBE has materially misrepresented any applicable facts in any filing or communication to the Director; and

whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.

(3) ***Delegation***

A decision to implement a suspension may be taken after notice and an opportunity for a hearing by the Director or by another impartial person designated by the Director for that purpose. The Director or other person conducting the hearing shall not have participated in the actions or investigations giving rise to the suspension hearing.

(4) ***Notice***

(a) Prior to the imposition of any suspension, the Director shall deliver written notice to the Contractor or MBE & SBE setting forth the grounds for the proposed suspension and setting the date, time and place to appear before the Hearing Officer for a hearing on the matter.

(b) Any notice required or permitted to be given hereunder to any Contractor or MBE & SBE may be given either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to their most recent address as specified in the records of the Office of Business Opportunity Department and Contract Compliance Division or in the Contract if no address is on file with the Office of Business Opportunity Department and Contract Compliance Division.

(5) ***Hearing Procedures***

Proceedings before the Director or other hearing officer shall be conducted informally, provided that each party may be represented by counsel and may present evidence and cross-examine witnesses. The burden shall be upon the City

by a preponderance of evidence. The decision shall be reduced to writing and notice provided to the Contractor or MBE & SBE.

(6) ***Appeals***

Appeals authorized pursuant to Section 15-86(b) of the Code of Ordinance shall be conducted by an arbitrator who shall act as the Hearing Officer. Alternatively, an appeal may be taken to City Council, subject to the appellant's compliance with Rule 12 of the City Council Rules of Procedure. Appeals shall be initiated by filing a written notice of appeal with the Director no later than fifteen (15) days following the mailing of notice of the decision of the Director and the appeal notice shall state whether the appeal is requested to City Council or to an arbitrator. If an arbitration appeal is requested, then the arbitrator shall be selected as provided in Section 9 of these Procedures. The arbitrator's or City Council's decision, as applicable, shall be final. The Director shall determine whether to suspend his or her order pending an appeal, taking into account the criteria set forth in Section 6(B)(2) of these Procedures.

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
MBE & SBE Good Faith Efforts

"Good Faith Efforts" means those efforts required to be made and demonstrated by an apparently successful bidder or proposer prior to award of a contract (whether a Goal Oriented Contract or a Regulated Contract) and at the conclusion of performance of the Contract in the event it has been unsuccessful in meeting the contract MBE & SBE Goal.

A. Prior to Award - Good Faith Efforts for non-MBE & SBEs in construction, procurement and professional services shall mean at a minimum the following:

(1) ***Delivery of written notice to the following:***

(a) All local certified MBE & SBEs in the directory for the month prior to the month of the bid or proposal submission date and identified as performing work or services or providing commodities for all potential subcontracting or supply categories in the Contract; and

(b) All minority focused associations identified in the directory for the month prior to the month of the bid or proposal submission date; and

(c) All news media focused toward minority person identified in the directory for the month prior to the month of the bid or proposal submission date; and

(d) All MBE & SBEs which requested information on the Contract.

(2) ***The written notice(s) will contain:***

(a) Adequate information about plans, specifications and relevant terms and conditions of the Contract and about the work to be subcontract or the goods to be obtained from Subcontractors and Suppliers;

(b) A contact person within the apparent low bidder's or proposer's office to answer questions;

(c) Information as to the apparent low bidder's or proposer's bonding requirements, the procedure for obtaining any needed bond and the name and telephone number of one or more acceptable surety companies to contact;

(d) The last date for receipt by the bidder or proposer of MBE & SBE bids or price quotations.

(3) Attendance at any special pre-bid meeting called to inform MBE & SBEs of subcontracting or supply opportunities, if set forth in the bidding or proposal documents.

(4) Division of the Contract, as recommended by the department head of the initiating City Department and in accordance with normal industry practices, into small, economically feasible segments that could be performed by MBE & SBE.

(5) Provide an explanation for rejection to any MBE & SBE whose bid or price quotation is rejected, unless another MBE & SBE is accepted for the same work, as follows:

(a) Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected MBE & SBE;

(b) Where price competitiveness is the reason for rejection, a meeting must be held, if requested, with the price-rejected MBE & SBE to discuss the rejection.

(6) Provide an explanation for rejection of any MBE & SBE to the Housing and Community Development Department (HCDD), unless another MBE & SBE firm is accepted for the same work. Include the name of the non-MBE & SBE firm proposed to be awarded the subcontract or supply agreement and if price competitiveness is the reason for rejection, the MBE & SBE's price quotation and the successful non-MBE & SBE's price quotation.

B. After Award - Good Faith Efforts for MBE & SBE firms in construction, procurement and professional services shall mean at a minimum the following:

(1) Designate an MBE & SBE liaison officer who will administer the Contractor’s MBE & SBE programs and who shall be responsible for maintenance of records of Good Faith Efforts.

(2) MBE & SBE Reporting

(a) Furnishing prompt MBE & SBE Utilization Reports in a timely and accurate manner through the online Contract Monitoring System (B2GNow System).

(b) Respond to efforts to resolve disputes between prime and subcontractors, and genuinely attempt to resolve these issues.

(c) Clear online Contract Monitoring System (B2GNow System) discrepancies monthly.

(3) Deviation Requests – The contractor shall comply with the submitted MBE & SBE plan, unless it has received approval from the Office of Business Opportunity Director. Approval will not be unreasonably withheld. Upon approval, contractor will make a Good Faith Effort to replace a removed MBE & SBE with another certified firm.

(4) Furnishing prompt written responses to any written inquiry from the Director or any employee of the HCDD regarding the MBE & SBE's performance or information pertaining to the MBE & SBE's certification;

(5) Ensuring that at all times during the performance of any contract or subcontract subject to the requirements of Chapter 1 of the Code of Ordinances the MBE & SBE firm is engaging in a commercially acceptable function as that term is defined herein; and

(6) Ensuring that no application, response to a request for information, or other factual material submitted to the Director or any employee of the HCDD contains any material misrepresentation; and

(7) Furnishing prompt responses to requests from the department administering the Contract, the City Attorney and the City Controller for information, books and records needed to verify compliance

(8) Attend all meetings, mediation and arbitration hearings as requested by the Director or his/her designee.

Forms

Revised 3/2012

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Request For Contractor/Subcontractor Clearance

Date:_____

HUD Project No.: _____

Project Name & Address: _____

Name of Contractor: _____

Federal ID Number: _____

Address: _____
(Include Zip Code)
Telephone Number: _____

Sole Proprietorship: _____
(List Sole Owner)

Partnership: _____
(List All Partners)

_____

Corporation: _____
(Names of All Principals)
and their Titles: _____

_____

Contract Compliance Supervisor
Compliance & Monitoring Division
City of Houston, Housing and Community Development Department
601 Sawyer St., 4th Floor
Houston, TX 77007
Phone: (713) 865-4291
Fax: (713) 868-8366

Approved: _____ Date: _____
Laura Serrano, Contract Compliance Supervisor

Revised 3/2012

CITY OF HOUSTON

HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

MBE & SBE Participation Plan

PROJECT NAME:_____ REPORT DATE_____

PRIME CONTRACTOR_____ CONTRACT AMOUNT_____

ADDRESS_____ MBE & SBE GOAL _____%

_____

Contact Person:_____PHONE_____

Vendor Name	Date of AA Certification	Date of Contract	Subcontract Amount	% of Total Contract
MBE				
SBE				

Use additional pages if needed

Provide a copy of each firm's certificate and Notice of Intent to Award letter.

Submit to: Housing & Community Development Department
Monitoring & Compliance Division
601 Sawyer Street, 4th Floor
Houston, Texas 77007
(FAX) 868-8366

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

MBE & SBE Subcontract Terms

Contractor shall insure that all subcontracts with MBE & SBE subcontractors and suppliers are clearly labeled, **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. _____ (MBE & SBE subcontractor) shall not delegate or subcontract more than fifty (50%) percent of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("Director").

2. _____ (MBE & SBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (i) audits of the books and records of the subcontractor and (ii) inspections of all places where work is to be undertaken in connection with the subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing neither a cause of action nor the applicable statute of limitation.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. As concluded by the parties to this Contract on the advice of the counsel and as evidenced by the signatures of the parties and their respective attorneys any controversy between the parties to this Contract involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one (1) party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act (Art. 224 et. seq. V.A.T.S. - "the Act"). Arbitration shall be conducted according to the following procedures:

a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration;

b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration as set out above;

c. The parties shall select an arbitrator from a revolving list of certified arbitrators provided by the Director. If the parties are unable to agree on an arbitrator, each party may strike one name from the list and the first name immediately following the last strike shall be the one designated to hear the dispute. Each party shall deposit with the Director one-half (2) of the fee estimated by the arbitrator for all proceedings required;

d. The arbitrator shall have all powers set out under the Act and shall hear testimony, consider evidence and render a written decision within three (3) days of submission of the dispute. As part of the decision, the arbitrator shall determine which party or parties shall pay all or part of the arbitrator's fee; and

e. The decision of the arbitrator shall be final as provided in the Act and upon payment of the arbitrator's fees, the Director shall return that part of the deposit of any party in excess of the amount the party was ordered to pay.

Prime Contractor:	Subcontractor:
_____	_____
_____	_____
Print:	Print:

Revised 3/2012

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Certificate From Contractor/Subcontractor Appointing Officer Or Employee To Supervise payment Of Employees

Project Name_____ Date _____

Location _____ Project No. _____

(I/We) hereby certify that (I am/we are) (the prime contractor/a subcontractor) for (Specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Project, and that (I/(we) have appointed *_____, whose signature appears below, to supervise the payment of (my/our) employees beginning_____, 20__; that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statue which he/she is to execute with (my/our) full authority and approval until such time as (I/we) submit to the _____a new certificate appointing some other person for the purposes herein above stated.

*_____
(Identifying Signature of Appointee)

Attest (if required):

_____
(Name of Firm or Corporation)

_____
(Signature)

By:_____
(Signature)

_____
(Title)

_____
(Title)

NOTE: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and shall be executed prior to the start of construction and submitted promptly. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Employee Information Sheet

PROJECT NAME:_____

CONTRACTOR/SUBCONTRACTOR NAME:_____

NAME	ADDRESS	9 DIGIT SOCIAL SECURITY NUMBER	PHONE NUMBER

Submitted by: _____ Date: _____

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Start Of Work Notice

PROJECT NAME:_____

PROJECT LOCATION: _____
(Street Address/City / State / Zip)

This is to inform you that the_____
(Name of Company)

has started work on the project cited above as of _____.
(Date)

The date of Start of Work Notice must be the first date of work shown on the first payroll.

_____
(Name of Company)

_____
(Signature/Print Name)

_____
(Title)

Notification of start of construction by each contractor /subcontractor should be submitted via E-mail (compliance officer's email will be provided at the preconstruction meeting), mail or fax to:

Compliance & Monitoring Division
City of Houston
Housing & Community Development Department
601 Sawyer Street, 4th Floor
Houston, Texas 77007
Fax # 713-868-8366

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Work On Hold Notice

PROJECT NAME:_____

PROJECT LOCATION: _____
(Street Address/City / State / Zip)

This is to inform you that the_____
(Name of Company)

is temporarily on a **HOLD** as of _____
(Date)

and is estimated to resume on _____.
(Date)

_____
(Name of Company)

_____
(Signature/Print Name)

_____
(Title)

Notification of start of construction by each contractor /subcontractor should be submitted via E-mail (compliance officer's email will be provided at the preconstruction meeting), mail or fax to:

Compliance & Monitoring Division
City of Houston, Housing and Community Development Department
601 Sawyer Street, 4th Floor
Houston, Texas 77007
Fax #: 713-868-8343

Revised 3/2012

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Payroll Deduction Authorization

This authorization for _____

Name of your contractor

To deduct from my paycheck ___$_____ (or amount equivalent based on deductions taken on percentage basis).

Payment of	Deduction Amount	One Time Only	Weekly	Bi-Weekly	Monthly	Other
Loans						
Retirement **(401K)**						
Advance on Wages						
Savings						
Savings Bond						
Uniforms						
Credit Union						
Profit Sharing						
Donations of Agencies						
Insurance Premiums						
Union Dues						
Other: _____ **(example child support)**						

_____

Effective Date

X_____

Employee's Print:

Project Name:_____

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Employee Statement Of Work Verification

The undersigned hereby certifies that he/she has engaged in the following work classifications

for the payroll week beginning:_____and ending:_____
(Date) **(Date)**

while employed by:_____ at performing work at
(Name of Company)

_____.
(Name of Project)

WORK CLASSIFICATION	*EX Sun*	*EX Mon*	*EX Tue*	*EX Wed*	*EX Thurs*	*Ex* Fri	*Ex Sat*	TOTAL HOURS	RATE OF PAY	GROSS PAY
TOTALS										

Signed:_____
Employee's Print

This information is required when an employee is used in more than one classification during any payroll period; for example, Carpenter for part of a day or week, and Laborer or other classification for the remainder of the time, and is paid different rates of pay for each classification. The contractor(s) can pay the wage rates specified for each classification only if the contractor(s) maintains accurate time records showing the amount of time spent in each classification of work. If the contractor(s) does not maintain accurate records, the contractor(s) must pay the employee the highest wage listed for the various classifications used.

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Report Of Additional Classification & Rate

Project Name: _____

Prime Contractor Name & Address:_____

_____

Prime Contractor Telephone No.:_____

Contract award date, or contract Start of Work date:_____

Wage Determination(s) No:_____

Trade Classification Needed:_____

Proposed Hourly Rate:_____

The undersign hereby certifies that he/she proposes the above classification and hourly rate needed for work not included within the scope of classifications listed in U.S. Department of Labor wage determination.

_____
(Name of Company)

_____
(Signature/Print Name)

_____
(Title)

Please submit copy to:

Compliance & Monitoring Division
City of Houston
Housing & Community Development Department
601 Sawyer Street, 4th Floor
Houston, Texas 77007
Fax #: 713-868-8366

CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT

Termination Of Work Notice

PROJECT NAME:_____

PROJECT LOCATION: _____
(Street Address/City / State / Zip))

This is to inform you that the_____
(Name of Company)

Located at_____, _____,
(Address) **(Town / City)**

has terminated work on the project cited above as of _____.
(Date)

The date of Termination of Work Notice must be the last date of work shown on the final payroll.

_____
(Name of Company)

_____
(Signature)

_____
(Title)

Notification of start of construction by each contractor /subcontractor should be submitted via E-mail (compliance officer's email will be provided at the preconstruction meeting), mail or fax to:

Compliance & Monitoring Division
City of Houston Housing & Community Development Department
601 Sawyer St., 4th Floor
Houston, Texas 77007
Fax # 713-868-8366

SAMPLE FORMS

Payroll & Weekly Statement Of Compliance (Wh-347 And Wh-348)

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																	
			S																	
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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) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date_____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the

____ day of _____, _____, and ending the ____ day of _____,_____,

all persons employed on said project have been paid the fully weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

Weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by an 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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

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

(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, Untied 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 reference 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 reference 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

Apprenticeship Policy Standards
Appendix A

Work Processes and Related Instruction Outline

OCCUPATION: **PLUMBER**

DOT CODE: 862.381-030
O*NET/SOC CODE: 47-2152.02
RAIS CODE: 0432

The work process schedule and the related instruction outline are attached and become a part of these Standards for the above identified occupation

1. **TERM OF APPRENTICESHIP**

   The term of the occupation shall be four (4) years with an OJL attainment of 8,000 OJL hours supplemented by 676 hours of related instruction.

2. **RATIO OF APPRENTICES TO JOURNEYWORKERS**

   One (1) apprentice to one (1) journeyworker.

3. **APPRENTICE WAGE SCHEDULE**

   Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journey worker wage rate.

1st 6 months = 50%	5th 6 months = 70%
2nd 6 Months = 55%	6th 6 months = 75%
3rd 6 Months = 60%	7th 6 months = 80%
4th 6 Months = 65%	8th 6 months = 85%

   As of January 1, 2005, the journey worker wage rate for this skilled occupation is $18.00.

Revised 3/2012

U.S. DEPARTMENT OF LABOR – OFFICE OF APPRENTICESHIP
Apprenticeship Certification

A GOOD CONTRACTOR
1346 SOMESTREET
ANYWHERE, TX 22222

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of Program Number TXOI0750001:

A&T CONTRACTING
PO BOX 239
LA MARQUE, TX 77568

APPRENTICE ID	SSN	APPRENTICE NAME	TRADE	DATE REGISTERED	DATE APPRENTICESHIP BEGAN	DATE CANCELED (if applicable)	DATE COMPLETED (if applicable)
TX04N00xxxxx	Not Available	Hardworker, John	Painter	4/31/04	4/26/04		

CERTIFIED BY: SAMPLE

DATE ISSUED

4/29/08

**********VOID 90 DAYS FROM ISSUE DATE**********

Sample Of Fringe Benefit Package

HCDD Contracting

Employee No.	Employee Name	Classification	Reg. Hourly Rate	Health & Welfare	Pension/ 401(k)	Holiday & Vacation	Total Fringes
1000000	**Doe, Jon**	**Electrician**	$ 21.00	$ 4.10	$ 0.18	$ 1.02	$ 5.30
1000001	Hardworker, John	Apprentice	65% /JM Rate	$ 1.44	$ 0.18	$ 0.66	$ 2.28

SAMPLE

Employee Rights Posters

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

SAMPLE SIZE ONLY!

11x17 POSTER WILL BE PROVIDED AT PRECONSTRUCTION MEETING.

POSTER MUST BE POSTED IN PLAIN VIEW TO WORKERS.

DO NOT PLACE INSIDE AN OFFICE OR WORK TRAILER.

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

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

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

WH 1321(Revised April 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

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

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

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

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

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

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

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

SAMPLE SIZE ONLY!

11x17 POSTER WILL BE PROVIDED AT PRECONSTRUCTION MEETING.

POSTER MUST BE POSTED IN PLAIN VIEW TO WORKERS.

DO NOT PLACE INSIDE AN OFFICE OR WORK TRAILER.

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

Para obtener información adicional:

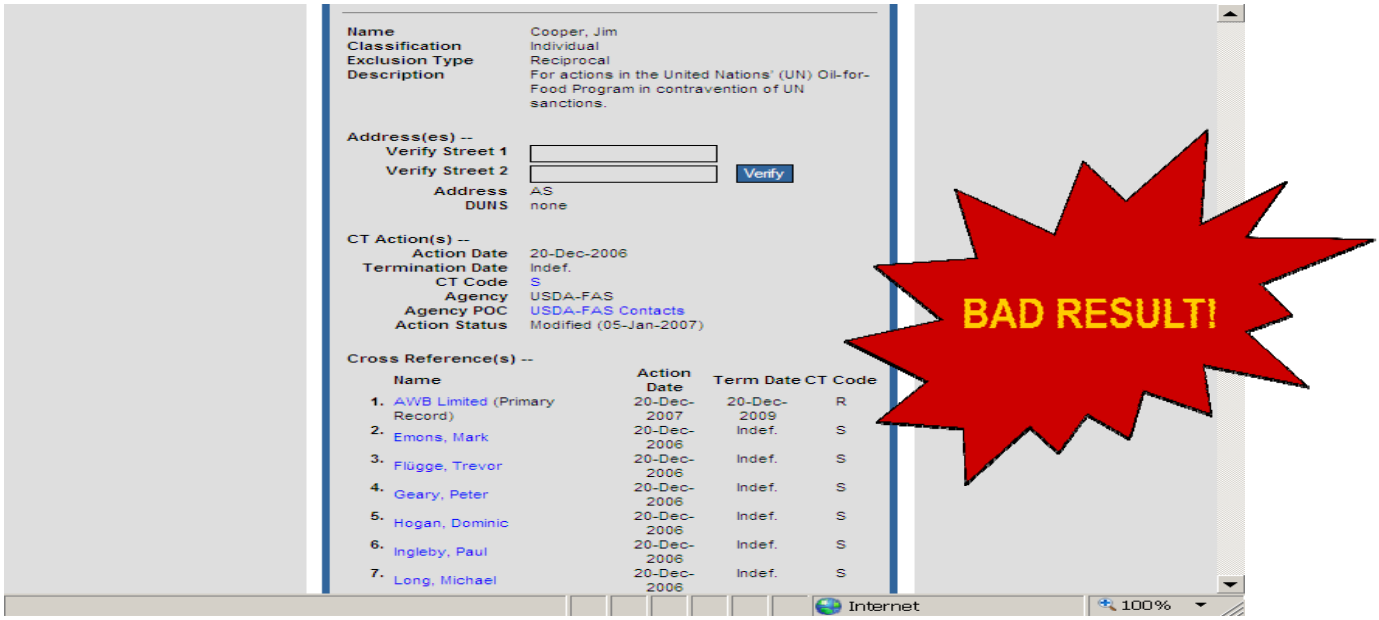
1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

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

WH 1321 SPA (Revised April 2009)

Excluded Parties List System

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