# In the Appendix to Chapter 2

**Procurement** ..... 3
Sample Form of Resolution - Procurement Policy ..... 4
Sample Evaluation Criteria for Recipient Use in the Procurement of Professional Services..... 8
Sample Evaluation Criteria for Recipient Use in the Procurement of Design,Management……..9
Sample Form of Resolution - Code of Conduct..... 10
CDBG Procurement Regulations (2 CFR part 200.318)..... 11
Sample procurement documents for Recipients (RFP/RFQs, publication templates)……21
Recipient certification of procurement compliance……...22

**Civil Rights and Fair Housing** ..... **23**
Civil Rights-Equal Opportunity Applicable Laws and Regulations ..... 24
Equal Housing Opportunity Logo ..... 26
Sample Public Notice - Affirmative Fair Housing Policy..... 27
Clearinghouses for Solicitation of Minority-owned and Female-owned Businesses..... 28
Section 3 Report Form and Instructions ..... 30
Sample Format for Section 3 Employee Interviews ..... 37
Mandatory and optional actions to Affirmatively Further Fair Housing..... 38

**Labor Standards** ..... **40**
Request for Wage Determination Form ..... 41
Report of Additional Classification and Rate and Instructions ..... 42
Request for Contractor Eligibility Form ..... 44
Sample Payroll Form and Instructions ..... 46
Record of Employee Interview Form – English and Spanish (use for on-site visits)..... 50
Federal Labor Standards Questionnaire – English and Spanish ..... 54
On-line Employee Questionnaire ..... 58
Federal Labor Standards Complaint Intake Form ..... 60
Job Site Poster Samples ..... 62
Project Construction Sign Specifications ..... 72
Temporary Construction Sign for Jointly Funded Projects ..... 73
Federal Labor Standards Provisions..... 74

**Required Contract Provisions** ..... **78**
Required Contract Language and Provisions..... 79
Section 3 Clause ..... 83

**Acquisition** ..... **84**
"When A Public Agency Acquires Your Property" ..... 85
General URA Acquisition Information ..... 90
Helpful Acquisition Information ..... 91
Guideform Notices ..... 92
HUD handbooks and forms for relocation activities……95

# Procurement

SAMPLE FORM OF RESOLUTION
PROCUREMENT POLICY

*This sample is for purposes of illustration only. Recipients are directed to develop and adopt individualized Procurement Policies as specified in 2 CFR Part 200.317 - 200.326*

## PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

## APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for (Recipient) related to the implementation and administration of the CDBG award. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200.

## POLICY

GENERAL PROCUREMENT PRACTICES

(Recipient) will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary of duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

(Recipient) will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

A. Micro-purchase includes the acquisition of supplies or services that do not exceed $3,000 (or $2,000 for acquisitions for construction subject to Davis-Bacon Act)

B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than $150,000. If small purchase procedures

are used for a procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.

C. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the required method for procuring construction.

1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:

   a) A complete, adequate and realistic specification or purchase description is available.
   b) Two or more responsible bidders are willing and able to compete effectively for (Recipient's) business; and
   c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.

2. When sealed bids are used for a procurement under a grant, the following requirements apply:

   a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.

   b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.

   c) All bids shall be opened publicly at the time and place stated in the invitation for bids.

   d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of (Recipient) indicates that such discounts are generally taken.

   e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

D. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.

2. Requests for Proposals shall be solicited from an adequate number of qualified sources.

3. (Recipient) shall have a method for conducting evaluations of the proposals received and for selecting awardees.

4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.

5. (Recipient) should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

E. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:

1. The item is available from only a single source;

2. After solicitation of a number of sources, competition is determined inadequate;

3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and

4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at $25,000 or more must have prior approval of the Iowa Economic Development Authority).

F. (Recipient) will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

RECYCLED MATERIALS

(Recipient) will procure items with the highest percentage of recycled materials practical.

CONTRACT PRICING

A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

B. (Recipient) shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

(Recipient) shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (Recipient) shall make technical specifications and procurement documents available for review upon request.

BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

Passed and adopted this _____ day of _____,_____.

_____ _____

(signature) (typed name), (title)

ATTEST

_____ _____

(signature) (typed name), (title)

## SAMPLE EVALUATION CRITERIA FOR RECIPIENT USE IN THE PROCUREMENT OF PROFESSIONAL SERVICES

**(Typically Water/Sewer Projects)**

In accordance with 2 CFR Part 200.317 – 200.326 the procurement standards applicable to all recipients, contractual agreements entered into by the recipient can only be made to responsible firms/individuals that possess the ability to perform successfully under the terms and conditions of the proposed procurement. When a recipient uses the "competitive proposals" method of procurement (used for the procurement of professional services – RFP for Administration & RFQ for A/E), the requests for proposals or requests for qualifications need to identify all evaluation criteria and their relative importance if not equally weighted. Recipients must have a method for conducting technical evaluations of the proposals or qualifications received and for selecting awardees.

To assist recipients in formulating evaluation criteria, the following is a list of items that could be used for this purpose:

- The firm's past experience with similar projects;
- Recipient's familiarity with the firm;
- The firm's availability of staff/capability of staff;
- The firm's technical and financial resources;
- The firm's ability to complete projects in a timely manner and within budgetary constraints;
- The firm's integrity and compliance with public policy;
- The firm is a MBE/WBE, small, and/or within the grantee's Section 3 area (county);
- The firm is not on HUD's or DOL's debarred or suspended lists; and
- Cost (NOTE: In the procurement of architectural/engineering (A/E – RFQ) services, "cost" is not a consideration until after the selection process is completed. Fair and reasonable compensation is then negotiated with the selected firm(s)).

Solicitation or procurement of these services include formal notices; mailed directly to several firms that perform said services; and, are published in the local periodical that satisfies state law as the recipients legal notification; as well as posted to applicable clearinghouses and the recipients web page, if available. Procurement also requires formal council/board action to solicit, review, score and award the above actions.

# SAMPLE EVALUATION CRITERIA FOR RECIPIENT USE IN THE PROCUREMENT OF ARCHITECTURAL DESIGN, CONSTRUCTION MANAGEMENT AND/OR CONSTRUCTION ACTIVITIES

(Typically DTR, CF and Housing TA Projects)

In accordance with 2 CFR Part 200.317 – 200.326 the procurement standards applicable to all recipients, contractual agreements entered into by the recipient can only be made to responsible firms/individuals that possess the ability to perform successfully under the terms and conditions of the proposed procurement. When a recipient uses the "competitive proposals" method of procurement (used for the procurement of professional services – RFP for Administration or Technical Assistance & RFQ for A/E), the requests for proposals or requests for qualifications need to identify all evaluation criteria <u>and their relative importance if not equally weighted</u>. Recipients must have a method for conducting technical evaluations of the proposals or qualifications received and for selecting awardees.

To assist recipients in formulating evaluation criteria, the following is a list of items that could be used for this purpose:

- The firm's past experience with projects of a similar size and nature;
- Firm's familiarity with the recipient community;
- The firm's availability of staff & the capacity of staff;
- The firm's available technical and financial resources;
- The firm's past experience with state or federal funding sources;
- The firm's past experience with historic preservation procedure, technical assistance processes and rehabilitation guidelines, as appropriate;
- The firm's past ability to complete projects in a timely manner and within budgetary constraints;
- The firm's past ability to accurately estimate costs;
- The firm's integrity and compliance with public policy;
- The experience and quality of any proposed subcontracting firms
- The relevance of provided references;
- The firm's experience with Iowa Green Streets requirements;
- If the firm is a MBE/WBE, or small, and/or within the grantee's Section 3 area (county);
- The firm is not on HUD's or DOL's debarred or suspended lists; and
- Cost (NOTE: In the procurement of architectural/engineering (A/E-RFQ) services, "cost" is not a consideration until <u>after</u> the selection process is completed. Fair and reasonable compensation is then negotiated with the selected firm(s)).

Solicitation or procurement of these services include formal notices; mailed directly to several firms that perform said services; and, are published in the local periodical that satisfies state law as the recipients legal notification; as well as posted to applicable clearinghouses and the recipients web page, if available. Procurement also requires formal council/board authorization to solicit, review, score and award the above actions.

# SAMPLE FORM OF RESOLUTION
# CODE OF CONDUCT

This sample is for purposes of illustration only. Recipients are directed to develop and adopt individualized Conduct Codes as specified in 2 CFR Part 200.318

**PURPOSE**

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

**APPLICATION**

This Code of Conduct applies to all officers, employees, or agents of (Recipient) engaged in the award or administration of contracts supported by federal grant funds.

**REQUIREMENTS**

No officer, employee, or agent of (Recipient) shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. The employee, officer, or agent;
b. Any member of his/her immediate family;
c. His/her partner; or
   An organization which employs, or is about to employ any of the above; or,has a financial or other interest in the firm selected for award.

(Recipient) officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

**FRAUD, WASTE AND ABUSE**

(Recipient) has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the (Recipient) of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to (contact at Recipient, address and phone number of contact)

**REMEDIES**

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against (Recipient's) officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this _____ day of _____, _____.

_____
(signature)

(typed name), (title)

ATTEST:

_____
(signature)

# 2CFR Grants and Agreements

## Part 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS

## Subpart D – Post Federal Award Requirements

### Procurement Standards

### §200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

### 200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The

Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

**§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

**§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $3,000 (or $2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost

analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system

meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

**§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. (A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' VerDate Mar2010 14:08 Mar 14, 2014 Jkt 232005 PO 00000 Frm 00204 Fmt 8010 Sfmt 8002 Y:\SGML\232005.XXX 232005 wreier-aviles on DSK5TPTVN1PROD with CFR 195 OMB Guidance Pt. 200, App. II (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''AntiKickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (H) Mandatory standards and policies

relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any VerDate Mar2010 14:08 Mar 14, 2014 Jkt 232005 PO 00000 Frm 00205 Fmt 8010 Sfmt 8002 Y:\SGML\232005.XXX 232005 wreier-aviles on DSK5TPTVN1PROD with CFR 196 Pt. 200, App. III 2 CFR Ch. II (1–1–14 Edition) other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (K) See §200.322 Procurement of recovered materials.

**Sample procurement documents for recipients**

IEDA provides sample procurement documents for recipients to use when conducting procurement for CDBG funded projects.

These templates may be found on the IEDA website at http://www.iowaeconomicdevelopment.com/Community/CDBG.

Templates are available for procurement of CDBG grant administration services, technical services (housing rehabilitation projects) and engineering/architectural services.

# Certification of Compliance
# CDBG Procurement Standards

**CDBG Applicant/Recipient:** _____

**Application year:** _____

**2 CFR 200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals **must** be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;
(2) Requiring unnecessary experience and excessive bonding;
(3) Noncompetitive pricing practices between firms or between affiliated companies;
(4) Noncompetitive contracts to consultants that are on retainer contracts;
(5) Organizational conflicts of interest;
(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above did not violate the above competition statue when competitively procuring engineering or administrative services as part of the potential CDBG award.

Signature: _____

Printed Name: _____

Date: _____

# Civil Rights and Fair Housing

# CIVIL RIGHTS-FAIR HOUSING-EQUAL OPPORTUNITY APPLICABLE LAWS & REGULATIONS

## Civil Rights – Fair Housing – Equal Opportunity
### That Apply When Using Federal CDBG funds

**THE CIVIL RIGHTS ACT –** Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance.

**THE FAIR HOUSING ACT—**Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin. This law also mandates that you administer your program in a manner that affirmatively furthers fair housing. It was amended in 1988 to affirmatively further fair housing **In order for you to affirmatively further fair housing, you can use the official equal housing opportunity logo on any advertising and brochures that you produce about your program, use it on your city/company letterhead, or sponsor fair housing training for landlords, real estate agents and lenders**. **A copy of the Equal Housing Opportunity Logo can be found in your Management Guide.**

**SECTION 109, HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974** provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

**EXECUTIVE ORDERS 11625, 12432, 12138 AND OMB CIRCULAR 2 CFR part 200**provide that, you as a grantee, shall take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Paragraph 9(b) requires that the grantee take similar appropriate affirmative action in support of women's business enterprises. **In order to comply with this, you may solicit minority and women businesses by notifying the MBE/WBE clearinghouses List that is in your Management Guide. A List of Minority Business Enterprises/Women-Owned Business Enterprises is also available from the Iowa Economic Development Authority.**

**SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED,** provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents in the area in which the project is located. The intent is to harness economic opportunities for low-income households in the neighborhoods where they live. Section 3 applies only to activities involving housing construction, housing rehabilitation or other public construction, with a Housing Fund award of greater than $200,000 and for contracts and subcontracts greater than $100,000. **In order to comply with Section 3, you will be asked to submit a Section 3 report at the beginning of your project. You will be asked to update the Section 3 report at the end of your project only when necessary. This form is included in the Management Guide.**

**SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED** provides that no otherwise qualified handicapped individual in the United States, shall solely by reason of his/her handicap be excluded from the participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance. **In order to comply with section 504, it requires housing units of new construction be accessible to persons with disabilities. A minimum of 5 percent of the total dwelling units in a multi-family housing project shall be made accessible for persons with mobility impairments. An additional 2 percent of units in such a project shall be accessible for persons with hearing or vision impairments. Work closely with your architect.**

**AGE DISCRIMINATION ACT OF 1975, AS AMENDED** provides that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits, of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. It is not a violation of the Act for a HOME PJ or its housing partner(s) to operate elderly-only housing since the HOME statute permits such housing.

**AMERICANS WITH DISABILITIES ACT (ADA)**. Title II of the Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. The prohibitions against discrimination under Title II of the ADA are essentially the same as those in Section 504, except they apply to all programs, activities, and services of a public entity, not just those funded with Federal financial assistance.

**EXECUTIVE ORDER 11063, as amended by Executive Order 12259** provides that no person in the United States because of race, color, sex, creed or national origin, shall be denied equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance. **If you are a city or county receiving CDBG or HOME dollars… the city or county must provide equal opportunity to all employees, applicants, and beneficiaries…in a manner that doesn't discriminate.**

**An Equal Opportunity Policy must be posted**
**-in a conspicuous place—such as the city hall lobby,**
**-distributed to all employees, contractors, and**
**-to the persons of all advisory and policy making groups**
**A Sample "Equal Opportunity Policy" form can be found in the Management Guide Appendix.**

**EXECUTIVE ORDER 11246** provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of **employment** during the performance of Federal or federally-assisted construction contracts in excess of $10,000.

**PROHIBITION OF THE USE OF EXCESSIVE FORCE –** If the recipient is a local government, it shall **adopt and enforce a policy** to prohibit the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and enforce state and local laws against physically barring entrance to or exit from a facility subject to nonviolent civil rights demonstrations. **There is a sample "Excessive Force Policy" in your Management Guide**.

**IOWA CIVIL RIGHTS ACT OF 1965** This Act mirrors the Federal Civil Rights Act.

**IOWA CODE SECTION 19B.7** This prohibits discriminatory and unfair practices within any program receiving or benefiting from state financial assistance in whole or in part.

**Iowa Code chapter 216 Effective** July 1, 2007, the Iowa Civil Rights Act was expanded to add sexual orientation and gender identity to the list of protected classes.

**NOTE: The bold print at the end of each paragraph gives you ideas on how to comply with the federal rules and regulations.**

# HUD Equal Housing Opportunity Slogan and Logo

EQUAL HOUSING OPPORTUNITY

EQUAL HOUSING OPPORTUNITY

EQUAL HOUSING OPPORTUNITY

EQUAL HOUSING OPPORTUNITY

EQUAL HOUSING OPPORTUNITY

EQUAL HOUSING OPPORTUNITY

EQUAL HOUSING OPPORTUNITY

EQUAL HOUSING OPPORTUNITY

EQUAL HOUSING OPPORTUNITY

# SAMPLE PUBLIC NOTICE
# AFFIRMATIVE FAIR HOUSING POLICY

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

(*Recipient Name, City and State*) advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

(*Recipient Name*) shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

(*Recipient Name*) has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: _____

OFFICE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

HOURS: _____

*Insert: Equal Housing Opportunity Symbol (sample included on previous page)*

# CLEARINGHOUSES FOR SOLICITATION OF MINORITY OWNED AND FEMALE OWNED BUSINESSES

**Small Business Administration District Office**
210 Walnut Street, Room 749
Federal Building
Des Moines, IA 50309
Contact Person: Dawnelle Conley
515/284-4913
http://www.sba.gov/ia/desmo

**Sioux City Construction League**
3900 Stadium Drive
P.O. Box 3346
Sioux City, IA 51102 -3346
712/255-9730
http://www.siouxcityconstructionleague.com

**Illinois MBDA Business Center**
105 W. Adams Street
Suite 230
Chicago, IL 60603
312/755-2565

**National Association of Women in Construction (NAWIC)**
327 S. Adams Street
Fort Worth, TX 76104
Toll Free: 800-552-3506
Fax: 817-877-0324
Web: www.nawic.org

Iowa Chapters

#80 - Greater Des Moines
Amber Darby
515-778-6116

#160 - Cedar Rapids/Iowa City
Carol Hustad
319-848-3133

http://www.nawic.org/chapters/iowa.htm

# CLEARINGHOUSES FOR SOLICITATION OF MINORITY OWNED AND FEMALE OWNED BUSINESSES

## CONSTRUCTION UPDATE PLAN ROOMS

***For more information, visit http://www.mbionline.com***

**Master Builders of Iowa/Construction Update Plan Room**
221 Park Street
PO Box 695
Des Moines, IA 50306
Phone: 515-288-8904 or 1-800-362-2578
Fax: 515-288-8718

**Construction Update Plan Room, Fort Dodge**
24 N. 9th Street, Suite A
Fort Dodge, IA 50501-4251
Phone: 515-955-5500
Fax: 515-955-3245

**North Iowa Builders Exchange**
9 N. Federal
Mason City, IA 50401-3228
Phone: 641-423-5334
Fax: 641-423-5725

**Master Builders of Iowa - Omaha Builders Exchange Office**
4255 S. 94th St.
Omaha, NE 68127-1223
Phone: (402) 593-6908
Fax: (402) 593-6912

**Master Builders of Iowa - Waterloo Office**
612 Mulberry
Waterloo, Iowa 50703
Phone: (319) 232-3621
Fax: (319) 274-0986

**Recipients should keep documentation of their efforts to solicit minority and women owned businesses**

# Section 3 Report

Economic Opportunities for Low- and Very Low-Income Persons

**Iowa Economic Development Authority**
Community Development Division

| | | |
|---|---|---|
| **1. Recipient Name and Address:** | **2. Contract Number:** | **3. Dollar Amount of Award:** |
| | **4. Contract End Date:** | **5. Date Report Submitted:** |
| | **6. Contact Person:** | **7. Administering Agency:** |
| **8. PROGRAM: CDBG HOME ESGP** | **9. Signature:** | **10. Phone:** |

## Part I: Employment and Training

| A<br>Job Category | B<br>Number of New Hires for this Project/ Activity | C<br>Number of New Hires for this Project/ Activity who are Section3 Eligible | D<br>Number of Section 3 Employees and Trainees (new and existing) |
|---|---|---|---|
| **Professionals** | | | |
| **Technicians** | | | |
| **Office/Clerical** | | | |
| **Construction by Trade:*** | | | |
| Carpenters | | | |
| Concrete Finishers | | | |
| Electricians | | | |
| Ironworkers | | | |
| Laborers | | | |
| Power Equipment Operators | | | |
| Truck Drivers | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **Other:** | | | |
| | | | |

*Trades listed are from the Davis-Bacon General Heavy/Highway Wage Determination. Use other trades as necessary. Certified Payroll Reports should indicate new hires and Section 3 employees.

## Part II: Contracts Awarded

1. Construction Contracts:

   A. Total dollar amounts of all contracts awarded on this project/activity: $ _____

   B. Total dollar amount of all contracts awarded to Section 3 businesses: $ _____

   C. Total Number of Section 3 business receiving contracts: _____

2. Non-construction Contracts:

   A. Total dollar amount of all non-construction contracts awarded on this project/activity: $ _____

   B. Total dollar amount of non-construction contracts awarded to Section 3 businesses: $ _____

   C. Total number of Section 3 businesses receiving non-construction contracts: _____

## Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

Attempted to recruit low-income persons through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which the Section 3 covered program or project is located, or similar methods.

Participated in a HUD program or other program that promotes the training or employment of Section 3 persons.

Participated in a HUD program or other program that promotes the award of contracts to business concerns that meet the definition of Section 3 business concerns.

Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

Other; describe below.

IEDA USE ONLY:

Recorded:__ Date:_____ By:_____

## ection 3 Report: Economic Opportunities for Low- and Very Low-Income Persons.

**nstructions:** This form is to be used to report annual accomplishments regarding mployment and other economic opportunities provided to low- and very low-income ersons under Section 3 of the Housing and Urban Development Act of 1968. The ection 3 regulations apply to any ***public and Indian Housing programs*** that eceive:

1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937;
2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or
3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937;

nd to ***recipients of housing and community development assistance in excess f $200,000*** expended for:

1) housing rehabilitation (including reduction and abatement of lead-based paint hazards);
2) housing construction; or
3) other public construction projects;

nd to ***contracts and subcontracts in excess of $100,000*** awarded in connection ith the Section-3-covered activity.

This form has three parts that are to be completed for all programs covered by ection 3. Part I relates to ***employment and training***, Part II of the form relates to ***ontracting***, and Part III summarizes recipients' ***efforts*** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain ppropriate documentation to establish that HUD financial assistance for housing nd community development programs were directed toward low- and very low- ncome persons.* A recipient of Section 3 covered assistance shall submit one copy f this report to the Iowa Economic Development Authority. The report must be eceived within 60 days of the contract end date.

Recipient: Enter the name and address of the recipient.
Contract Number: Enter the contract number.
Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
Contract End Date: Enter the contract end date. This will most likely be the person responsible for contract administration.
Date Report Submitted: Enter the appropriate date.
& 7. Contact Person/Administering Agency: Enter the name and administering agency/company of the person with knowledge of the award and the Recipient's implementation of Section 3.
Program: Check appropriate program for which the report is being submitted.
Signature: Signature of person completing the report.
. Contact person's phone number.

**Part I: Employment and Training Opportunities**

1. **Column A:** Contains various job categories. Professionals are defined as peopl who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, lis each trade and provide data in columns B through D for each trade where person were employed. For your convenience, a listing of trades from the Davis-Bacon Heavy/Highway General Decision (the wage rate most commonly used) has been provided. List other trades as necessary. The category of "Other" includes occupations such as service workers.
2. **Column B:** Enter the number of new hires for each category of workers identified **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection fo the Section 3 covered award or at the time of receipt of Section 3 covered assistance.
3. **Column C:** Enter the number of Section 3 new hires for each category of worker identified in **Column A** in connection with this award. Section 3 new hire refers t person who qualifies under Section 3 income guidelines who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance
4. **Column D:** Enter the number of all Section 3 persons that were employed and trained in connection with this award.

**Part II: Contract Opportunities**

**1.** Construction Contracts
Item A: Enter the total dollar amount of all contracts awarded on the project/activ
Item B: Enter the total dollar amount of contracts connected with this project/acti that were awarded to Section 3 businesses.
Item C: Enter the number of Section 3 businesses receiving awards.

**2.** Non-Construction Contracts
Item A: Enter the total dollar amount of all contracts awarded on the project/activ
Item B: Enter the total dollar amount of contracts connected with this project/acti that were awarded to Section 3 businesses.
Item C: Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts**

Self-explanatory

### *Definitions of terms:*

he terms "low-income persons" and "very low-income persons" have the same meanings iven the terms in section 3(b)(2) of the United States Housing Act of 1937. ***Low-income ersons*** mean families (including single persons) whose incomes do not exceed 80 per entum of the median income for the area, as determined by the Secretary, with djustments for smaller and larger families, except that the Secretary may establish ncome ceilings higher or lower than 80 per centum of the median for the area on the asis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. ***Very low-income persons*** mean 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 fam incomes.

# Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contract and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 businesses, documentation of their status must be retained in the project files. IEDA considers this form adequate documentation of Section 3 status.

HUD contracts awarded to the State of Iowa and/or a recipient (City/County) with more than $200,000 in HUD funds are "Section 3 covered projects". Any contractors, with which they contract for more than $100,000 on these projects, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

This form is a tool to determine and document the Section 3 business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

**Business being certified:**
Company: _____
Address: _____

**Project information:**
Project Name:_____
Project Address: _____

**Section 3 determination**

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)*?

*Please reference http://iowaeconomicdevelopment/community/community/default.aspx (under recipient income and census information) to determine if employee is less than 80% of the current area median income.

( )Yes ( )No

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income (AMI), or within three years of the date of first employment with the business concern were Section 3 residents?

( )Yes ( )No

3. Will you subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?

( )Yes ( )No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.
I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____
Print Name:_____ Date: _____

# SECTION 3
# NEW HIRE COMPLIANCE REPORT

**The US Department of Housing & Urban Development ("HUD") requires the recipient to collect information on every person hired in connection with Section 3 projects to ensure compliance with Federal regulations.**

As part of (enter your community here)'s Section 3 program your firm is required to report the number of employees hired in connection with a Section 3 Project who are Section 3 Eligible. Complete this form by entering the names and addresses of all new hires and by indicating whether they are Section 3 eligible. A Section 3 resident is:

1. A public housing resident;
2. An individual who lives within the _____ and whose income falls within the guidelines for low or very low income. **See attached table.**

**This form must be completed by all subcontractors working on a Section 3 project, defined as a contract that exceeds $100,000, even if the subcontractor is not a "Section 3 Business."**

**INSTRUCTIONS FOR EMPLOYERS:**

1. Enter the name and address of every new employee hired in connection with the Section 3 Project on the following list. (Add additional sheets if necessary).

2. For new Employees **HIRED** , determine whether each new hire is Section 3 eligible by asking the employee the following questions upon hiring:

   **a. Are you a resident of public housing?**
   - ❑ **YES**
   - ❑ **NO**

If the answer is "YES," please skip question "b" and proceed directly to question "c".
If the answer is "NO," please follow up by asking question "b".

   **b. Are you a resident of _____**
   - ❑ **YES**
   - ❑ **NO**

If the answer is "NO," this person is not a Section 3-eligible resident. Therefore, there is not a need to ask question "c".

   **c. In the last 12 months, was your household income (meaning the total for everyone in your family earning income) NOT GREATER THAN the amount listed based on your household size?**
   - ❑ **YES**
   - ❑ **NO**

If YES, have the employee complete the certification form (Exhibit 1) and attach this to your submission.

# SECTION 3
# NEW HIRE COMPLIANCE REPORT

3. Indicate whether each new hire is Section 3 eligible by checking the appropriate box next to their name and address on Section 3 New Hire Report. Indicate “Y” for Yes and “N” for No

4. Indicate the Job Category using the following codes:

| | |
|---|---|
| • Professionals | P |
| • Technicians | T |
| • Office and Clerical | OC |
| • Sales | S |
| • Trades | T |
| • Labor | L |
| • Service Workers | SW |
| • Other | Other |

5. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing this form where indicated.

6. Subcontractors who have direct agreements with _____ regarding a Section 3 covered project are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on a Section 3 covered project.

7. If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

# SECTION 3
# NEW HIRE COMPLIANCE REPORT

**Project Name:** _____

**Project Address:** _____

**Developer Name (if applicable):** _____

**General Contractor Name:** _____

**Name of Firm Completing This Form:** _____

**This Firm is a (check one):** _____

- ❑ Subcontractor
  Contract Amount: $_____

- ❑ Professional Services Consultant
  Contract Amount: $_____

**Contracts and subcontracts made with vendors to solely provide supplies and/or materials are not subject to the HUD Section 3 requirements. However, where such vendors also install such supplies and materials, said contracts and subcontracts above $100,000 shall be subject to the HUD Section 3 requirements.**

# SECTION 3
# NEW HIRE COMPLIANCE REPORT

| | **NAME OF NEW HIRE** | **ADDRESS** (include Suite/Apt #) | **Section 3 Eligible?** | **Labor Category** |
|---|---|---|---|---|
| | | | YES OR NO | See Instructions |
| **1** | | | | |
| **2** | | | | |
| **3** | | | | |
| **4** | | | | |
| **5** | | | | |
| **6** | | | | |
| **7** | | | | |
| **8** | | | | |
| **9** | | | | |
| **10** | | | | |
| **11** | | | | |
| **12** | | | | |
| **13** | | | | |

If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

❑ I certify that there were no new hires during the reporting period
__ / __ / _____ to __ / __ / _____
mm / dd / yyyy mm / dd / yyyy

**Name:** _____ **Date:** _____
(please print)

**Title:** _____
(please print)

**Signature:** _____

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

# Sample Format for Section 3 Employee Interviews

Date:

Dear Employee:

Please provide the information requested on this form that we can verify to the Iowa Economic Development Authority that your employment here is achieving the goals of Section 3 of the Housing and Urban Development Act of 1968. This information will be placed in your confidential personnel file and will be available only to a limited number of authorized persons. For assistance or further information, please see _____. Thank you.
*(Company Official)*

Sincerely,

_____
*(Company Official)*

NOTE: Median Income Limits Table is on the reverse side of this form.

**Step 1:** On the Median Income Limits Table, find the county in which you live and the size of your family (count yourself and all family members living at home). Use this information to arrive at the corresponding income level. For example, if you live in Carroll County and there are 5 people in your family (including yourself), the corresponding income level would be $57,150.

**Step 2:** Answer this question:

Is your family's total income above or below the amount listed for your county and family size? (Check one)

_____ABOVE _____BELOW

## Fair Housing Strategies for communities participating in the CDBG program

In order to ensure that grantees are fulfilling their requirement to affirmatively further fair housing, all units of local government applying for and receiving Community Development Block Grant (CDBG) funds from the State must document how they are meeting their fair housing obligations. A unit of local government can participate in the State's CDBG Program by agreeing to implement at least two mandatory actions and at least one elective activity appropriate to the conditions and needs in its area. The selected elective activities are of the local government's choice chosen from the list below. All grantees receiving CDBG funds through the State must complete the two mandatory strategies and at least one elective strategy regardless of whether they are using CDBG funds for housing activities.
The implementation of the mandatory strategies must be carried out each year for which the jurisdiction has received HUD funds through IEDA. This may be achieved through the posting of the information in a conspicuous public place and/or publication in a local newspaper of general circulation.

**Mandatory activities to promote Fair Housing:**
Communities/counties receiving CDBG funds must complete the following and implement them during the CDBG contract period:

1. Advertise, publicize and pass an affirmative fair housing policy that will certify that the local government adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (adoption and use of the Equal Housing Opportunity logo and the Equal Housing Opportunity statement), and

2. Identify and publish the name and contact information of a Discrimination Complaint Officer within the agency or jurisdiction for any housing-related bias or discrimination complaint, and

3. Refer housing discrimination complaints and assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing & Urban Development, or a local civil rights commission.

**Elective activities to promote Fair Housing:**
Communities/counties receiving CDBGfunds must also complete one of the following activities and implement it during the contract period:

1. Advertise the availability of housing and related assistance to population groups that are least likely to apply through various forms of media (i.e. radio stations, posters, flyers, newspapers) in English and other languages spoken by eligible families within the project service area
2. Include a flyer about fair housing in a local utility or tax bill and send it to every household in the municipality
3. Have the Responsible Entity staff attend a fair housing training or conference.
4. Organize a local letter writing campaign to local legislators and/or local government about the need to fund and support fair housing programs
5. Sponsor trainings for realtors, bankers, landlords, homebuyers, tenants, public housing authority and other city/town employees to educate them on their fair housing rights and responsibilities. This activity MUST be done in collaboration with the Iowa Civil Rights Commission or a local civil rights commission.

6. Provide training/educational programs about fair housing for financial, real estate, and property-management professionals at local firms, including their obligations to comply with the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (this can be done by partnering with a bank, board of realtors association, or other local group and helping to sponsor a program taught by a qualified entity such as ICRC)
7. Conduct meetings with advocacy groups for members of the protected classes (i.e. persons with disabilities, immigrants, refugees, etc.) on the availability of affordable and accessible housing and determine housing needs to plan future projects
8. Establish and/or fund fair housing organizations in areas where there are no such organizations
9. Conduct fair housing testing to ensure that local housing providers and/or lenders do not discriminate (fair housing testing must be conducted by a HUD-certified fair housing agency)
10. Assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or near-RCAPs
11. Conduct outreach to housing providers and housing developers to discuss affordable and accessible housing needs in RCAPs and near-RCAPs
12. Evaluate the local zoning ordinance against the fair housing benchmarks identified in this AI, using the Zoning Risk Assessment Tool. Evaluate the need for amendments to the zoning ordinance and make them.
13. Organize a tester recruitment event in collaboration with the Iowa Civil Rights Commission to help document instances of housing discrimination

# Labor Standards

## REQUEST FOR WAGE DETERMINATION: Use this form for projects prior to 2012

E-MAIL or FAX

**TO: Dan Narber**
Iowa Economic Development Authority
Phone: 515-725-3072
Fax: 515-725-3010
EMAIL: dan.narber@iowa.gov
Date: _____ Pages _____

FROM_____
COMPANY_____
ADDRESS_____
CITY, STATE, ZIP_____
PHONE_____FAX_____
EMAIL_____

**CONTRACT:**

Recipient_____
Contract Number_____
County where work will be performed_____
Construction Contract Value $_____

**ESTIMATED DATES:**

Advertising_____
Bid Opening_____
Contract Award_____
Construction Start_____

LABOR PACKET NEEDED? (Posters, payroll forms, etc.) ❑ YES ❑ NO IS THIS AN UPDATE? ❑ YES ❑ NO

**OTHERS TO RECEIVE DECISION:**

1. CEO* Name_____
Address_____
_____
City, State, Zip_____
E-mail: _____

2. Name_____
Company_____
Address_____
City, State, Zip_____
E-mail: _____

**CEO refers to the Mayor, Board of Supervisors Chairperson, President, Agency Director, or other official*

**BRIEF WORK DESCRIPTION (From Attachment A of the Contract):**

Activity Number: _____ Description: _____
_____
_____

**TYPE OF CONSTRUCTION (Final determination of construction type will be made by IEDA)**

❑ **BUILDING**: Includes the construction, rehabilitation and repair of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies.

❑ **RESIDENTIAL**: Includes the construction, rehabilitation and repair of single-family houses, townhouses, and apartment buildings of no more than four (4) stories in height.

❑ **HIGHWAY**: Includes the construction, alteration, and repair of roads, streets, highways, runways, parking areas and most other paving work not incidental to building or nearby construction.

❑ **HEAVY**: A "catch-all" category which includes those projects which cannot be classified as Building, Residential, Highway or Treatment. Heavy construction is often further distinguished on the basis of the characteristics of particular projects such as dredging, water and sewer lines, dams, major bridges and flood control projects.

❑ **TREATMENT**: Construction of, or improvements to, water and sewage treatment facilities.

IEDA USE ONLY
Determination Number:_____ Date:_____
Issued by:_____ 10-Day Update:_____

Previous editions are obsolete

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

**HUD FORM 4230A**
OMB Approval Number 2501-0011
(Exp. 01/31/2010)

**1. FROM** (*name and address of requesting agency*)

**Labor Standards Compliance Officer**
**Iowa Economic Development Authority**
**200 East Grand Avenue**
**Des Moines, IA 50309**

**2. PROJECT NAME AND NUMBER**

**3. LOCATION OF PROJECT** (City, County and State)

**4. BRIEF DESCRIPTION OF PROJECT**

**5. CHARACTER OF CONSTRUCTION**

☐ **Building** ☐ **Residential**
☐ **Heavy** ☐ **Other (specify)**
☐ **Highway**

**6. WAGE DECISION NO.** (include modification number, if any)

☐ **COPY ATTACHED**

**7. WAGE DECISION EFFECTIVE DATE**

| **8. WORK CLASSIFICATION(S)** | **HOURLY WAGE RATES** | |
|---|---|---|
| | **BASIC WAGE** | **FRINGE BENEFIT(S) (if any)** |
| | | |

**9. PRIME CONTRACTOR** (name, address)

**10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE** (name, address)

## Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

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

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

## Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

**Dan Narber**

**Agency Representative**
*(Typed name and signature)*

*Date*

**515-725-3072**
*Phone Number*

**FOR HUD USE ONLY**
**LR2000:**

**Log in:**

**Log out:**

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

| Report of Additional Classification and Wage Rate | **U.S. Department of Housing and Urban Development Office of Labor Relations** | OMB Approval No. 2501-0011 (Exp. 09/30/2006) |
|---|---|---|

**Public reporting burden for this collection of information is estimated to average 1 hour 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.**

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions

General:

**Contractors/Employers: Do not need to complete this form**. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

**Local Agency Staff: Complete items 2 through 10.** Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, new construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.
11. Send form to address in Box #1.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, *and* a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations
U.S. Department of Labor
200 Constitution Avenue, NW
Room S-3014
Washington, DC 20210

Previous editions are obsolete.

# REQUEST FOR CONTRACTOR ELIGIBILITY Use this form for projects prior to 2012

**E-mail completed form to:**
**barb.harvey@iowa.gov**
**Phone: 515.725.3062**

**Requested by:**_____
**Address:**_____
_____
**Phone:**_____**Fax:**_____
**Email:**_____

**Recipient:**_____
**Project Address *(For Housing Projects Only)*:**
_____

**Contract Number:**_____
**IEDA Project Manager:**_____

**Contractor/Sub-Contractor Name & Address:**
_____
_____
_____
**Owner:**_____
Contractor's
**Iowa Contractor Registration #:**_____
**Contract $ Value:**_____
**Type of Trade (see below):**_____
_____

**Type:** ☐ Prime ☐ Sub
**MBE:** ☐ Yes ☐ No
**WBE:** ☐ Yes ☐ No
- If a MBE/WBE provide Tax ID #:_____
- If MBE/WBE is a Subcontractor, Include Prime

Tax ID #:_____
**Section 3 (see below):** ☐ Yes ☐ No
**Racial Ethnic Code (see below):**_____

**If Hispanic Origin, check here:** ☐

**Number of employees anticipated to be employed on the project:** _____
**Number of new employees hired (if any) for this project:** _____

**Contractor/Sub-Contractor Name & Address:**
_____
_____
_____
**Owner:**_____
Contractor's
**Iowa Contractor Registration #:**_____
**Contract $ Value:**_____
**Type of Trade (see below):**_____
_____

**Type:** ☐ Prime ☐ Sub
**MBE:** ☐ Yes ☐ No
**WBE:** ☐ Yes ☐ No
- If a MBE/WBE, provide Tax ID #:_____
- If MBE/WBE is a Subcontractor, Include Prime

Tax ID #:_____
**Section 3 (see below):** ☐ Yes ☐ No
**Racial Ethnic Code (see below):**_____

**If Hispanic Origin, check here:** ☐

**Number of employees anticipated to be employed on the project:** _____
**Number of new employees hired (if any) for this project:** _____

IEDA USE ONLY

This verification of eligibility consists only of a check against the current list of debarred, suspended and ineligible contractors. It is important that other factors be considered in determining overall acceptability of a contractor. See 2 CFR part 200.318.

Verified: Yes No Signature_____Date_____

Type of Trade:

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

Section 3:

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very-low income residents, employs a substantial number of low- or very-low income residents, or subcontracts with businesses owned by low- or very low-income residents. Refer to the CDBG and Housing Management Guide for additional information.

Racial/Ethnic Codes:

| | | | |
|---|---|---|---|
| 11= White | 14 = American Indian/Alaskan Native | 17 = Asian & White | 20 = Other Multi-Racial |
| 12 = Black/African American | 15 = Native Hawaiian/Other Pacific Islander | 18 = Black/African American & White | |
| 13 = Asian | 16 = American Indian/Alaskan Native & White | 19 = American Indian/Alaskan Native & Black African American | |

Previous editions are obsolete

**U.S. Department of Labor**
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions at www.dol.gov/esa//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: 02/28/2018

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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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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 a weekly 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 the 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, ESA, 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 persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____day of _____ , _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been made or will be made either directly or indirectly on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 63 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 and 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 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 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.

# U.S. Department of Labor
# Wage and Hour Division
# Instructions for Completing Payroll Form, WH-347

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

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

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

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

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

**Address:** Fill in your firm's address.

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

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

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

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

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

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

**Column 5 - Total:** Self-explanatory

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

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

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

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

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

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

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

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

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

**Use of Section 4(c), Exceptions**

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

---

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

# Record of Employee Interview

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

OMB Approval No. 2501-0009
(exp. 09/30/2017)

Public reporting burden for this collection of information is estimated to average 15 minutes 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 agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

| | |
|---|---|
| 1a. Project Name | 2a. Employee Name |
| 1b. Project Number | 2b. Employee Phone Number (including area code) |
| 1c. Contractor or Subcontractor (Employer) | 2c. Employee Home Address & Zip Code |
| | 2d. Verification of identification? Yes ☐ No ☐ |

| 3a. How long on this job? | 3b. Last date on this job before today? | 3c. No. of hours last day on this job? | 4a. Hourly rate of pay? | 4b. Fringe Benefits? | 4c. Pay stub? |
|---|---|---|---|---|---|
| | | | | Vacation Yes ☐ No ☐<br>Medical Yes ☐ No ☐<br>Pension Yes ☐ No ☐ | Yes ☐ No ☐ |

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

| | Y | N | | Y | N |
|---|---|---|---|---|---|
| 8. Are you an apprentice or trainee? | ☐ | ☐ | 10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? | ☐ | ☐ |
| 9. Are you paid for all hours worked? | ☐ | ☐ | 11. Have you ever been threatened or coerced into giving up any part of your pay? | ☐ | ☐ |

| | |
|---|---|
| 12a. Employee Signature | 12b. Date |

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

| | | |
|---|---|---|
| 15a. Interviewer name (please print) | 15b. Signature of Interviewer | 15c. Date of interview |

## Payroll Examination

16. Remarks

| | |
|---|---|
| 17a. **Signature of Payroll Examiner** | 17b. **Date** |

**Previous editions are obsolete** **Form HUD-11 (08/2004)**

| Record of Employee Interview | **U.S. Department of Housing and Urban Development Office of Labor Relations** | OMB Approval No. 2501-0009 (exp. 12/31/2013) |
|---|---|---|

Instructions:

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Form **HUD-11** (08/2004)

# Historial de Entrevista del Empleado

**Departamento de Vivienda y Desarrollo Urbano de EE.UU.**
**Oficina de Relaciones Laborales**

Aprobación de OMB No. 2501-0009
(exp. 09/30/2017)

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés. La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial**. La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativos, técnicos, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial**.

| | |
|---|---|
| 1a. Nombre del proyecto | 2a. Nombre del empleado |
| 1b. Número del proyecto | 2b. Número de teléfono del empleado (incluso prefijo local) |
| 1c. Contratista o subcontratista (Patrón) | 2c. Dirección residencial del empleado y código postal |
| | 2d. ¿Verificación de identificación? Sí ☐ No ☐ |

| 3a. ¿Cuánto tiempo en este trabajo? | 3b. ¿Último día en este trabajo antes de hoy? | 3c. ¿No. de horas en su ultimo día en este trabajo? | 4a. ¿Salario por hora? | 4b. ¿Beneficios complementarios? | 4c. ¿Talonario de paga? |
|---|---|---|---|---|---|
| | | | | Vacaciones Sí ☐ No ☐<br>Médicos Sí ☐ No ☐<br>Pensión Sí ☐ No ☐ | Sí ☐ No ☐ |

5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario

6. Sus deberes

7. Herramientas o equipo usado

| | S | N | | S | N |
|---|---|---|---|---|---|
| 8. ¿Es aprendiz? | ☐ | ☐ | 10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales? | ☐ | ☐ |
| 9. ¿Le pagan todas las horas trabajadas? | ☐ | ☐ | 11. ¿Alguna vez ha sido amenazado o coercionado a entregar parte de su paga? | ☐ | ☐ |

| | |
|---|---|
| 12a. Firma del empleado | 12b. Fecha |

13. Deberes observados por el entrevistador (Por favor sea específico.)

14. Comentarios

| | | |
|---|---|---|
| 15a. Nombre del entrevistador (use letra de imprenta) | 15b. Firma del entrevistador | 15c. Fecha de la entrevista |

## Examinación de Nómina

16. Comentarios

| | |
|---|---|
| 17a. **Firma del examinador de nómina** | 17b. **Fecha** |

Instrucciones

Generalidades:

Este formulario será utilizado por personal de HUD y agencias locales a fin de anotar toda información recopilada durante las entrevistas en sitio con obreros y mecánicos empleados en proyectos sujetos a requisitos de pago de salario vigente federal. Por lo general, el personal que efectúe entrevistas en sitio y use este formulario será personal de HUD e inspectores de construcción con comisión, personal de la Oficina de Relaciones Laborales de HUD, e inspectores de contratos de la agencia de normas laborales local.

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de de la información recopilada durante las entrevistas es trascendental.

Tenga en cuenta que tanto la entrevista misma y la información recopilada en el formulario HUD-11 se consideran ser de carácter confidencial. Las entrevistas se deberán efectuar en forma individual y en privado. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben ser puestos a disposición para las entrevista a petición del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas serán conducidas en una manera y lugar que sean conducentes a los objetivos de la entrevista y ocasionen el menor inconveniente al patrón(nes) y empleado(s).

Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

Líneas 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, ý su dirección residencial. Muchos trabajadores de construcción usan una dirección temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede enviar correspondencia. Si puede, obtenga una dirección más permanente. Pida al empleado algún tipo de identificación (por ej., licencia de conducir) para verificar su nombre.

Líneas 3a – 4c: Anote las respuestas del empleado. Pregunte a los empleados si tienen un talonario de paga con ellos; si no, determine si el talonario de paga concuerda con la información provista por el empleado.

Líneas 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación de trabajo (#5) debe identificar el tipo de oficio que desempeña (por ej., carpintero, electricista, plomero) – respuestas tales como “jornalero” o “mecánico” no ayudan para nuestros propósitos.

Líneas 8 – 12b: Auto explicatorio

Líneas 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante una entrevista en sitio. Por favor sea específico en cuanto a los deberes que según su observación desempeñó el empleado. Quizás sea más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor anote cualquier comentario que pueda ser de importancia. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores tenía el equipo? ¿Se mostraba el empleado evasivo?

El nivel de precisión garantizado está directamente relacionado al grado que la(s) entrevista(s) u otras observaciones pueden indicar que existen posibles violaciones. Si las entrevistas indican que puede haber paga de salario insuficiente relacionado a algún particular oficio (s), se recomienda al entrevistador conducir entrevistas con tantos trabajadores en ese oficio(s) estén disponibles.

Líneas 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser examinada para conformidad general. Por ejemplo, ¿está la clasificación de trabajo y el salario declarado por el empleado compatible con las clasificaciones y tasas de salario en la decisión de salario aplicable? ¿Concuerdan los deberes observados por el entrevistador con la clasificación de trabajo?

Una vez se reciben los informes de nómina certificados correspondientes, se hará una comparación de la información anotada en el formulario HUD-11 con los informes de nómina. Cualquier discrepancia entre la información del formulario HUD-11 y la del informe de nómina será anotada en la línea 16, Comentarios. Si se hacen observaciones de discrepancias se deberán tomar pasos de seguimiento para resolver las discrepancias.

Toda publicación previa queda obsoleta forma HUD-11 (08/2004)

| U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT<br>Office of Labor Relations<br>FEDERAL LABOR STANDARDS QUESTIONNAIRE | **HUD FORM 4730**<br>OMB Approval Number 2501-0018<br>(Exp. 11/30/2016) |
|---|---|

We are conducting a review of federal labor standards compliance on the project named below. We are asking for certain information regarding your employment on this project. Sending this questionnaire to you does not imply that your employer has violated any law.

Please respond to all of the questions listed below. Your responses will be considered confidential and will not be released to anyone without your permission. Your answers should refer only to the time during which you worked on this project. Please return the completed form as soon as possible, using the envelope provided, which needs no postage.

**If you have any questions, please call:**

| | | |
|---|---|---|
| Employer | | **Project name, number and location** |
| **1. Your Name** | | 2. Your Job title |
| 3. When did you work on this project?<br>**From:** **To:** | | 4. Where did you work (job site, shop, etc)? |
| 5. What duties did you perform on this project? | | |
| 6. What tools did you use (if any) to perform your duties on the project? | | |
| 7. How were you paid? (hourly wage, salary, piece work, etc.) | | 8. If your wage was based on piece work, how was your pay determined (i.e., $ per board, per unit, etc.)? |
| 9. What was your hourly wage on this project?<br>$ | 10a. Did you receive fringe benefits?<br>Yes ☐ No ☐ | 10b. If yes, which fringe benefits did you receive?<br>Vacation ☐<br>Medical ☐<br>Pension ☐<br>Other ☐ Specify: |
| 11. On average, how many hours did you work each week? | 12. Did you ever work over 40 hours in a single week?<br>Yes ☐ No ☐ | 13. If you worked over 40 hours per week, did you receive overtime pay (at least 1½ times your regular rate of pay)?<br>Yes ☐ No ☐ | 14. If you did not receive overtime pay for overtime hours worked, identify the number of weeks in which overtime was worked and/or total overtime hours |
| 15. Attach copies of check stubs or a record of your hours and pay received<br>☐ **CHECK IF ATTACHED** | | 16. Attach any other comments or statements on separate sheet<br>☐ **CHECK IF ATTACHED** |

HUD-4730 (06/2004) PREVIOUS EDITION IS OBSOLETE

| U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT<br>Office of Labor Relations<br>FEDERAL LABOR STANDARDS QUESTIONNAIRE | **HUD FORM 4730**<br>OMB Approval Number 2501-0018<br>(Exp. 11/30/2016) |
|---|---|

| |
|---|
| 17. Identify other employees (name, address, phone) who worked with you and who could confirm the type of work you performed |
| 18. Identify employees (name, address, phone) you supervised |

**I affirm that the information provided herein is accurate to the best of my knowledge.**

| | |
|---|---|
| Employee Name (Please print clearly) | Home Phone Number (including area code) |
| Current address (Include apartment number, if any) (Street/City/State/Zip Code) | Alternate Phone Number(s) (including area code) |
| Permanent/Alternate Address (if current address is temporary) | Email address |
| **Signature** | Date |

## Disclosure Authorization

I authorize the HUD representative to disclose my name and the information I have submitted to the extent necessary to enforce my rights under the Acts administered by the U.S. Department of Housing and Urban Development.

| | |
|---|---|
| **Signature:** | **Date:** |

Public reporting burden for this collection of information is estimated to average 30 minutes 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 sensitive and will not be released without your approval. Provision of this is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about their employment on covered projects.

HUD-4730 (06/2004) PREVIOUS EDITION IS OBSOLETE

DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.

Oficina de Relaciones Laborales

# CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO

**FORMULARIO HUD 4730SP**
Número de Aprobación OMB 2501-0018
Exp. 11/30/2016

Estamos llevando a cabo una revisión del cumplimiento con los estándares federales de trabajo en el proyecto mencionado a continuación. Estamos solicitando cierta información concerniente a su empleo en este proyecto. El envío de este cuestionario no implica que su empleador haya violado alguna ley.

Por favor responda a todas las preguntas mencionadas abajo. Sus respuestas se considerarán confidenciales y no se revelarán a nadie sin su permiso. Sus respuestas se deben referir únicamente al tiempo durante el cuál usted trabajó en este proyecto. Por favor devuelva el formulario debidamente llenado lo más pronto posible, usando el sobre proporcionado con franqueo pagado.

**Si tiene preguntas, por favor llame:**

| | |
|---|---|
| **Empleador** | **Nombre del proyecto, número y ubicación** |
| 1. Su nombre | 2. El título de su trabajo |
| 3. ¿Cuándo trabajó en este proyecto?<br>**Desde:** **Hasta:** | 4. ¿Dónde trabajó usted (lugar del trabajo, taller, etc.)? |
| 5. ¿Qué tareas desempeñó en este proyecto? | |
| 6. ¿Qué herramientas usó (si usó alguna) para desempeñar sus tareas en el proyecto? | |
| 7. ¿Cómo se le pagó? (salario por hora, sueldo, trabajo a destajo, etc.) | 8. Si su salario era en base a trabajo a destajo, ¿cómo se determinó su pago (esto es, por tabla, por unidad, etc.)? |

| | | |
|---|---|---|
| 9. ¿Cuál era su salario por hora en este proyecto?<br>$ | 10a. Recibió usted beneficios adicionales?<br>Sí ☐ No ☐ | 10b. Si la respuesta es sí, ¿Cuáles beneficios adicionales recibió?<br>Vacaciones ☐<br>Seguro médico ☐<br>Jubilación ☐<br>Otra ☐ Especifique |

| | | | |
|---|---|---|---|
| 11. En promedio, ¿cuántas horas trabajó usted cada semana? | 12. ¿Trabajó usted más de 40 horas en una sola semana?<br>Sí ☐ No ☐ | 13. Si usted trabajó más de 40 horas por semana, ¿recibió pago por horas extra (por lo menos 1½ veces su tarifa de pago regular)?<br>Sí ☐ No ☐ | 14. Si usted <u>no</u> recibió pago de sobre tiempo por las horas extra de trabajo, identifique el número de semanas que trabajó horas extra y/o las horas extra |

| | |
|---|---|
| 15. Adjunte copias de los talones de cheques o planillas de sus horas y del pago recibido<br>☐ **MARQUE SI ESTÁN INCLUIDOS** | 16. Incluya cualquier otro comentario o declaración en una hoja separada<br>☐ **MARQUE SI ESTÁN INCLUIDOS** |

HUD-4730 SPANISH (06/2004) PREVIOUS EDITION IS OBSOLETE

| |
|---|
| 17. Identifique a otros empleados (nombre, dirección, teléfono) que trabajaron con usted y que podrían confirmar el trabajo que usted desempeñó |
| 18. Identifique a los empleados (nombre, dirección, teléfono) que usted supervisó |

**Afirmo que la información proporcionada aquí es exacta a mi mejor conocimiento.**

| | |
|---|---|
| Nombre del empleado (Por favor escriba claramente en letra de molde) | Número de teléfono de su domicilio (incluya el código de área) |
| Dirección actual (Incluya el número de apartamento, si se aplica (Calle/Ciudad/Estado/Código Postal) | Número(s) de teléfono alternativos(s) (incluya el código de área) |
| Dirección permanente/alternativa (si la dirección actual es temporal) | Dirección de correo electrónico |
| **Firma** | Fecha |

**Autorización de Revelación**

Autorizo al representante de HUD revelar mi nombre y la información que he presentado, en la medida necesaria para hacer valer mis derechos bajo las Leyes administradas por el Departamento de Vivienda y Desarrollo Urbano de los EE.UU.

| | |
|---|---|
| **Firma:** | **Fecha:** |

La responsabilidad de informar al público para esta recopilación de información se estima a un promedio de 30 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar las fuentes de datos existentes, recopilar y mantener los datos necesarios, así como completar y revisar la información recopilada. La información se considera confidencial y no se revelará sin su aprobación. El proporcionarla es voluntario. Esta agencia no puede recopilar información y usted no está obligado a llenar este formulario, a menos que se muestre un número de control actual válido de la Oficina de Administración y Presupuesto (OMB).

HUD y las agencias locales que administran los programas asistidos por HUD deben hacer cumplir los requisitos federales de información y salario en los trabajos de construcción y mantenimiento cubiertos, asistidos por HUD. Las actividades de cumplimiento incluyen contratar obreros y mecánicos y solicitar información sobre sus empleos en proyectos cubiertos.

HUD-4730 SPANISH (06/2004) PREVIOUS EDITION IS OBSOLETE

| U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT<br>Office of Labor Relations<br>ON-LINE EMPLOYEE QUESTIONNAIRE | **HUD FORM 4730E**<br>OMB Approval No. 2501-0018<br>(Exp. 09/30/2013) |
|---|---|

Many construction projects assisted by the Department of Housing and Urban Development (HUD) are covered by federal labor standards. These standards include the payment of prevailing wage rates as determined by the Secretary of Labor, otherwise known as Davis-Bacon wage rates. In addition, many projects are covered by overtime rules that require the payment of one and one-half times the regular rate of pay for hours worked over 40 in a workweek. Construction workers who are paid less than prevailing wages for the work they perform or who do not receive time and one-half for overtime hours worked may be entitled to wage restitution (back wages). Also, maintenance workers employed at many public and Indian housing projects are covered by prevailing wage rates determined by HUD. Maintenance workers that do not receive prevailing wages or, in some cases, overtime pay, may also be entitled to wage restitution.

If you think that you may not have been paid correctly for construction or maintenance work that you performed on a HUD-assisted project, you can complete this questionnaire and submit it to HUD electronically by clicking on the "Submit" button at the end of the form. Or you can print your completed form and mail it to HUD at the following address:

U.S. Department of HUD

Office of Labor Relations

451 7th Street, SW, Room 2102

Washington, DC 20410

We will review the information you provide and will let you know if you have been underpaid and, if so, we will work to ensure that you receive any additional wages that you may have earned. Please note that if we believe you have been underpaid, we will probably need to contact you for more information.

Please respond to all of the questions listed below. Your responses will be considered confidential and will not be released to anyone without your permission. Your answers should refer only to the time during which you worked on the HUD-assisted project.

**If you have any questions, please contact a HUD Labor Relations Specialist. A list of contact names, addresses, telephone numbers, email addresses and the geographic areas they cover can be found at: www.hud.gov/offices/olr**

| **Employer** | **Project name, number and location** |
|---|---|
| 1. Your Name | 2. Your Job title |
| 3. When did you work on this project?<br>**From:** **To:** | 4. Where did you work (job site, shop, etc.)? |
| 5. What duties did you perform on this project? | |
| 6. What tools (if any) did you use to perform your duties on the project? | |
| 7. How was your wage determined? (hourly wage, salary, piece work, etc.) | 8. If your wage was based on piece work, describe how pay was determined (i.e., $ per board, per unit, etc.)? |

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations

# ON-LINE EMPLOYEE QUESTIONNAIRE

**HUD FORM 4730E**
OMB Approval No. 2501-0018
(Exp. 09/30/2013)

| | | |
|---|---|---|
| 9a. What was your hourly wage rate on the project?<br><br>$ | 10a. Did you receive fringe benefits?<br><br>Yes ☐ No ☐ | 10b. If yes, which fringe benefits?<br><br>Vacatio ☐<br>n ☐<br>Medical ☐<br>Pension ☐ Specify:<br>Other |
| 9b. If you know, what was the required prevailing wage for this project?<br><br>$ | | |

| | | | |
|---|---|---|---|
| 11. On average, how many hours did you work each week? | 12. Did you ever work over 40 hours in a single week?<br><br>Yes ☐ No ☐ | 13. If you worked over 40 hours per week, did you receive overtime pay (1½ times your regular rate of pay)?<br><br>Yes ☐ No ☐ | 14. If you did not receive overtime pay for overtime hours worked, identify the number of weeks in which overtime was worked and/or total overtime hours |

15. Identify other employees (name, address, phone) who worked with you and who could confirm the type of work you performed

16. Identify employees (name, address, phone) you supervised

How may we contact you?

| | |
|---|---|
| **Current address (Include apartment number, if any) (Street/City/State/Zip Code)** | Home Phone Number (including area code) |
| **Permanent/Alternate Address (if current address is temporary)** | Alternate Phone Number(s) (including area code)<br><br>Cell Phone |
| Email address | Date |

## Disclosure Authorization

I authorize the HUD representative to disclose my name and the information I have submitted to the extent necessary to enforce my rights under the Acts administered by the U.S. Department of Housing and Urban Development.

**Yes** ☐ **No** ☐

SUBMIT ☐ PRINT ☐

**Public reporting burden for this collection of information is estimated to average 30 minutes 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 sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.**

**HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about their employment on covered projects.**

HUD-4730E (6/2004) PREVIOUS EDITION IS OBSOLETE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations

# FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM

**HUD FORM 4731**
OMB Approval No. 2501-0018
(Exp. 08/31/2010)

| | |
|---|---|
| **Name of complainant** | Social Security Number |
| **Current address of complainant (Street/City/State/Zip Code)** | **Permanent address, if different from current address** |
| **Telephone (including area code) (Home/Cell/Other)** | **E-Mail address** |
| **Project name, location and contract/project number** | **Prime contractor company name** |
| **Employer (company) name** | **Employer: name of owner/responsible party** |
| **Employer address** | **Employer: contact information (Telephone/Cell/Other)** |

**Check one:** ☐ Current employee ☐ Former employee ☐ Other (specify)

**Period employed on the project**

From: To:

**Occupation/job title:**

**Duties performed (be specific)**

**Tools used and/or equipment operated**

Wage Rate: $ **per** ☐Hour ☐Day ☐Week ☐Piece ☐Other (specify):

**Hours usually worked on the project**

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | | | | | | |

**Usual start and stop times** Start work time: End work time:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations

# FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM

**HUD FORM 4731**
OMB Approval No. 2501-0018
(Exp. 08/31/2010)

| **Name of complainant** | **Social Security Number** |
|---|---|
| | |

| | Yes | No | | Yes | No |
|---|---|---|---|---|---|
| Were meal breaks taken?<br>If yes, how long were the breaks?<br>_____ | ☐ | ☐ | Did the employer keep time records? | ☐ | ☐ |
| Paid Overtime (time and ½) after 40 hours? | ☐ | ☐ | Did the complainant keep time records? | ☐ | ☐ |
| Paid for all hours worked? | ☐ | ☐ | Does complainant have other personal records (pay stubs, log books, etc.) he/she can provide? | ☐ | ☐ |
| Was/is the complainant an Apprentice? | ☐ | ☐ | Were fringe benefits paid? | ☐ | ☐ |

**If fringe benefits were paid, check all that apply:**

☐ Cash in lieu of fringe benefits ☐ Life insurance ☐ Pension
☐ Health insurance ☐ Dental insurance ☐ Holiday/Sick/Vacation

**Identify other fringe benefits paid**

**Names of others affected by the alleged violation(s)**

Names of others who can verify/attest to the complainant's allegations

☐ **Continuation sheets attached**
☐ **Complainant's personal interview attached**

**Complaint taken by:**

| Name (print clearly) | Phone number (including area code) and E-mail address |
|---|---|
| Title | Agency, office |
| **Signature** | Date |

**Public reporting burden for this collection of information is estimated to average 30 minutes 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 sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number. HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include collecting information from laborers and mechanics and other interested parties regarding information about their employment on covered projects.**

PREVIOUS EDITION IS OBSOLETE form **HUD-4731** (6/2004)

# JOB SITE POSTERS

**Actual job site posters will be sent to you along with the wage determination, payroll forms and other labor materials. These copies are provided only for your reference.**

# 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:

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

**WWW.WAGEHOUR.DOL.GOV**

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

WH 1321 (Revised April 2009)

# Job Safety and Health

# It's the law!

OSHA®
Occupational Safety and Health Administration
U.S. Department of Labor

**EMPLOYEES:**

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

**EMPLOYERS:**

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

**This free poster available from OSHA –**
***The Best Resource for Safety and Health***

**Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.**

**1-800-321-OSHA (6742)**
**www.osha.gov**

OSHA 3165-02 2012R

# Seguridad y Salud en el Trabajo

# ¡Es la Ley!

OSHA®

Administración de Seguridad y Salud Ocupacional

Departamento de Trabajo de los EE. UU.

**EMPLEADOS:**

- Usted tiene el derecho de notificar a su empleador o a la OSHA sobre peligros en el lugar de trabajo. Usted también puede pedir que la OSHA no revele su nombre.
- Usted tiene el derecho de pedir a la OSHA que realize una inspección si usted piensa que en su trabajo existen condiciones peligrosas o poco saludables. Usted o su representante pueden participar en esa inspección.
- Usted tiene 30 días para presentar una queja ante la OSHA si su empleador llega a tomar represalias o discriminar en su contra por haber denunciado la condición de seguridad o salud o por ejercer los derechos consagrados bajo la Ley OSH.
- Usted tiene el derecho de ver las citaciones enviadas por la OSHA a su empleador. Su empleador debe colocar las citaciones en el lugar donde se encontraron las supuestas infracciones o cerca del mismo.
- Su empleador debe corregir los peligros en el lugar de trabajo para la fecha indicada en la citación y debe certificar que dichos peligros se hayan reducido o desaparecido.
- Usted tiene derecho de recibir copias de su historial o registro médico y el registro de su exposición a sustancias o condiciones tóxicas o dañinas.
- Su empleador debe colocar este aviso en su lugar de trabajo.
- Usted debe cumplir con todas las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH que sean aplicables a sus propias acciones y conducta en el trabajo.

**EMPLEADORES:**

- Usted debe proporcionar a sus empleados un lugar de empleo libre de peligros conocidos.
- Usted debe cumplir con las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH.

Los empleadores pueden obtener ayuda gratis para identificar y corregir las fuentes de peligro y para cumplir con las normas, sin citación ni multa, por medio de programas de consulta respaldados por la OSHA en cada estado del país.

**1-800-321-OSHA (6742)**

**www.osha.gov**

OSHA 3167-01-07R

## OFCCP Equal Employment Opportunity Posters

Every employer covered by the non-discrimination and EEO laws is required to post on its premises the poster, **"Equal Employment Opportunity is the Law."** The notice must be posted prominently, where it can be readily seen by employees and applicants for employment. The notice provides information concerning the laws and procedures for filing complaints of violations of the laws with the Office of Federal Contract Compliance Programs (OFCCP).

The following posters can be downloaded from the U.S. Department of Labor website:

**EEO Is The Law (English)-** http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf

**EEO Is The Law (Spanish)-** http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeosp.pdf

U. S. Department of Housing and Urban Development

EQUAL HOUSING OPPORTUNITY

**We Do Business in Accordance With the Federal Fair Housing Law**

(The Fair Housing Amendments Act of 1988)

# It is Illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin

In the sale or rental of housing or residential lots

In advertising the sale or rental of housing

In the financing of housing

In the provision of real estate brokerage services

In the appraisal of housing

Blockbusting is also illegal

**Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:**
**1-800-669-9777 (Toll Free)**
**1-800-927-9275 (TTY)**
**www.hud.gov/fairhousing**

**U.S. Department of Housing and Urban Development**
**Assistant Secretary for Fair Housing and Equal Opportunity**
**Washington, D.C. 20410**

Previous editions are obsolete

form HUD-928.1 (8/2011)

U. S. Department of Housing and Urban Development

# IGUALDAD DE OPORTUNIDAD EN LA VIVIENDA

**Conducimos nuestros negocios de acuerdo a la Ley Federal de Vivienda Justa**

(Acta de enmiendas de 1988 de la Ley Federal de Vivienda Justa)

**Es ilegal discriminar contra cualquier persona por razon de su raza, color, religion, sexo, incapacidad fisica o mental, la presencia de niños menores de 18 años o de mujer embarazada en su familia o su origen nacional**

- En la venta o renta de vivienda y terrenos residenciales
- En los anuncios de venta o renta de vivienda
- En la financiamiento de vivienda
- Amenazar o interferir con la persona para que no registre su queja
- En los servicios de corretaje que prestan vendedores de vivienda
- En la valoracion de vivienda
- Tambien es ilegal forzarle a vender o rentar su vivienda diciendole que gente de otra raza, religion o grupo etnico se estan mudando en su vecindario

Cualquier persona que sienta que fue discriminada debe de enviar su queja de discriminacion:

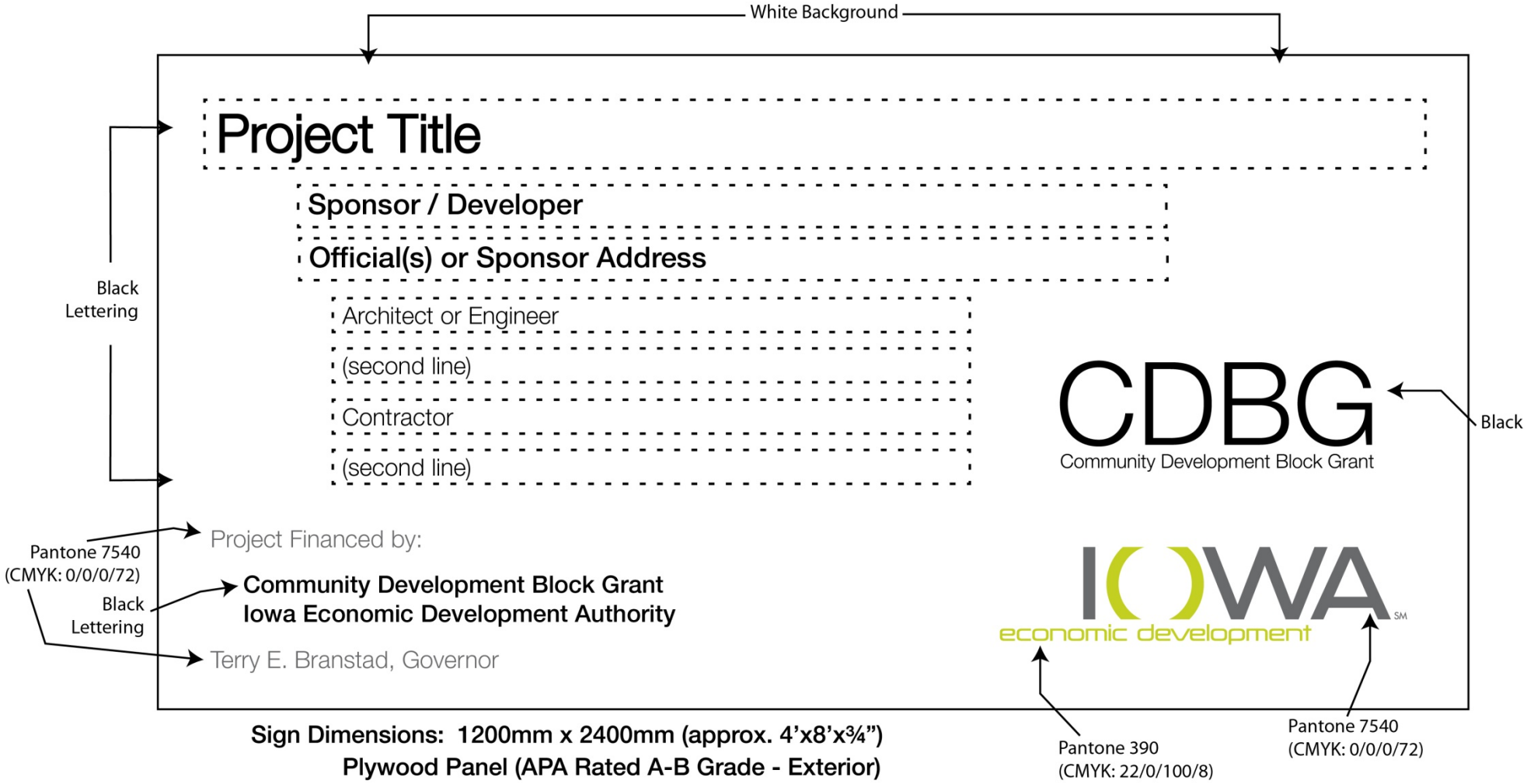
1-800-669-9777 (llamada gratis)
1-800-927-9275 (TDD llamada gratis)

U.S.Department of Housing
and Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

Previous editions are obsolete

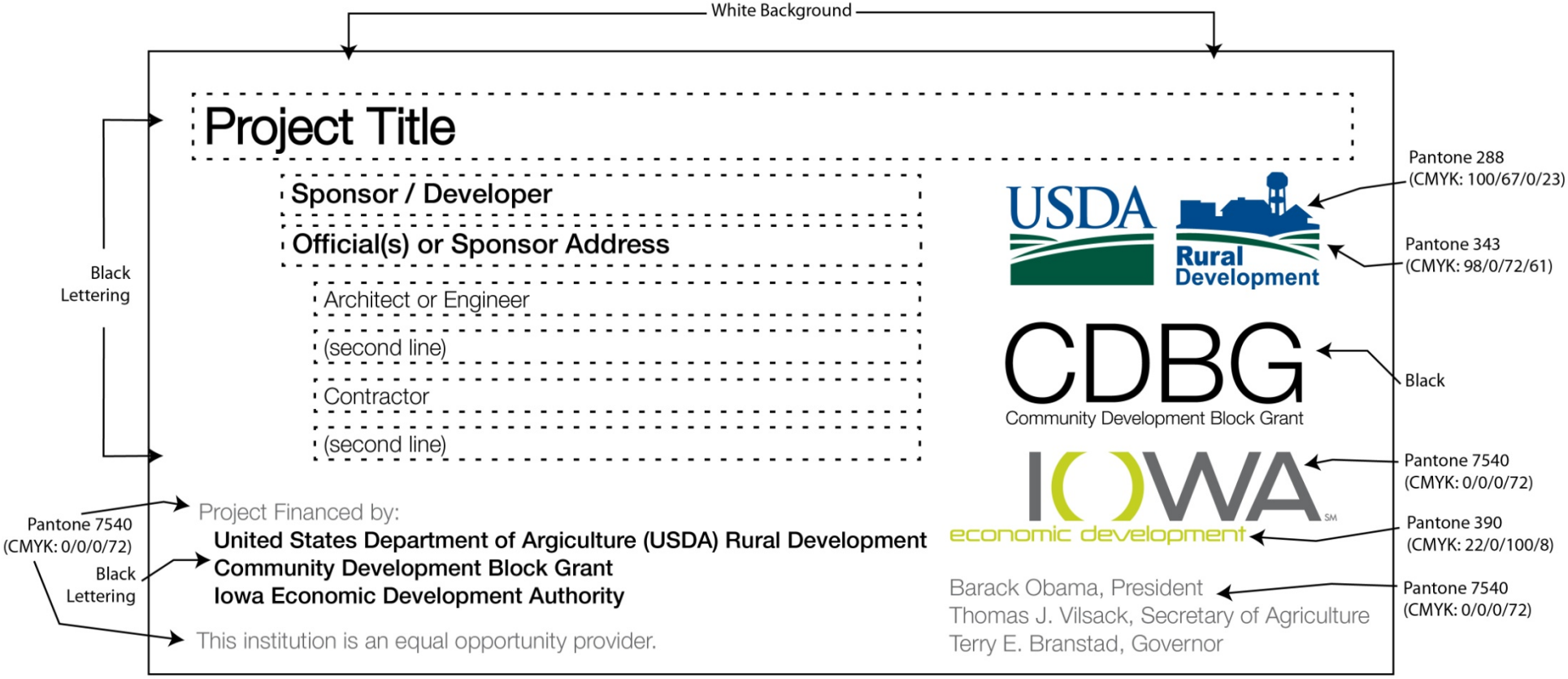
form HUD-928.1A (2/2003)

# Project Construction Sign: Specifications




**Sign Dimensions: 1200mm x 2400mm (approx. 4'x8'x¾")**
**Plywood Panel (APA Rated A-B Grade - Exterior)**

# Temporary Construction Sign for Jointly-Funded Projects




**Sign Dimensions: 1200mm x 2400mm (approx. 4'x8'x¾")**
**Plywood Panel (APA Rated A-B Grade - Exterior)**

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

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

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

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

**(b)**If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)**In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

**(iv)**If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor

the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 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 case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

**4. Apprentices and Trainees.**
**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of

probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under

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

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement

knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

# Required Contract Provisions

# REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

## ALL CONTRACTS

### 1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
  *States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Iowa Civil Rights Act of 1965.
  *This Act mirrors the Federal Civil Rights Act.*

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
  *Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
  *Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
  *Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
  *Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
  *Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.*

- Federal Executive Order 11246, as amended by Executive Order 11375.
  *Provides that no one be discriminated in employment.*

- Federal Executive Order 11063, as amended by Executive Order 12259.

**3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

**4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

**5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

**6.** Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

## ALL CONTRACTS IN EXCESS OF $10,000

In addition to the preceding provisions, all contracts in excess of $10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by

the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ALL CONTRACTS IN EXCESS OF $100,000

In addition to the preceding provisions, contracts in excess of $100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Section 508 of the Clean Water Act (33 U.S.C. 1368).
Executive Order 11738.
EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
(2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
(3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
(4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## ALL CONSTRUCTION CONTRACTS IN EXCESS OF $2,000

In addition to the preceding provisions, all construction contracts in excess of $2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

# HOUSING AND URBAN DEVELOPMENT ACT OF 1968
# SAMPLE SECTION 3 CLAUSE

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

# Acquisition

# WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

**U.S. Department of Housing And Urban Development**
Office of Community Planning and Development

www.hud.gov/relocation

## Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

## General Questions

### What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

### Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

### How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

Previous Edition Obsolete

**What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

**How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

**Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

**How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

**What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.

- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)

- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

**Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

**May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

**If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

**What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

**What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

**What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

**Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.

- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.

- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

**May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

**Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

**Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

**How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

**Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

**My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

**I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

**Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

**Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:

Address:

Office Hours:

Telephone Number:

Person to Contact:

# GENERAL URA ACQUISITION PROCESS

*(Refer to 49 CFR 24 Subpart B for detailed acquisition requirements)*

| **49 CFR 24.101(b)(1)-(5)** | **49 CFR 24.101(a) & (b)** |
|---|---|
| *Determine if proposed acquisition satisfies criteria and requirements of 24.101(b)(1)-(5). If acquisition does not meet criteria (e.g., is subject to threat or use of eminent domain), refer to involuntary acquisition process and comply with 49 CFR 24 Subpart B requirements.* | *Determine if proposed acquisition is subject to threat or use of eminent domain. If not subject to eminent domain, refer to voluntary acquisition process and comply with applicable requirements of 49 CFR 24.101(b)(1)-(5).*<br>*Involuntary Process* |
| **<u>24.101(b)(1)</u> - Agencies with eminent domain authority but will not use: must meet all conditions of 24.101(b)(1)(i) – (iv)**. *(see esp. 24.101(b)(1)(i) & (ii))* | ***** Notify owner of agency's interest in acquiring property and protections under the Uniform Act *(see 24.102(b))*<br>*(Optional: issue Notice of Intent to Acquire (see 24.203(d))* |
| ***** Agency will not acquire property if negotiations fail, and owner is so informed in writing *(see 24.101(b)(1)(iii))* | ***** Appraise property and invite owner to accompany appraiser<br>*(see 24.102(c))* |
| ***** Agency informs owner in writing of property's estimated market value<br>*(see 24.101(b)(iv))* | ***** Review the appraisal<br>*(see 24.104)* |
| ***** Owner/s & owner occupants not eligible for relocation assistance / displaced tenants may be eligible *(see 24.2(a)(9)(ii))* | ***** Establish estimate of just compensation for property<br>*(see 24.102(d))* |
| **<u>24.101(b)(2)</u> – Agencies or persons without eminent domain authority:** | ***** Provide owner with written offer and summary statement for property<br>*(see 24.102(e))* |
| ***** Prior to offer, inform owner unable to acquire if negotiations fail<br>*(see 24.101(b)(2)(i))* | ***** Negotiate with owner for purchase of property<br>*(see 24.102(f))* |
| ***** Inform owner of property's estimated market value<br>*(see 24.101(b)(2)(ii))* | ***** If negotiations successful, complete sale and reimburse property owner for related incidental expenses *(see 24.106)* |
| ***** Owner/s & owner occupants not eligible for relocation assistance / displaced tenants are eligible *(see 24.2(a)(9)(ii))* | ***** If negotiations unsuccessful, consider an administrative settlement<br>*(see 24.102(i))* |
| **<u>24.101(b)(3)</u> – Acquisition from a Federal agency, State, or State agency, if acquiring agency without eminent domain authority:** | ***** If negotiations still unsuccessful, consider acquiring property through eminent domain. |
| ***** Owner/s & owner occupants not eligible for relocation assistance / displaced tenants are eligible *(see 24.2(a)(9)(ii))* | ***** Displaced persons eligible for relocation assistance<br>*(see 24.2(a)(9)(i))* |

App. 23 [03/*07*]

# Helpful Acquisition Information

**Appraisal Standards:** Appraisals conducted for the acquisition of property for federal funded projects must follow nationally recognized appraisal standards, including the Uniform Appraisal Standards for Federal Land Acquisition. These standards can be found at www.usdoj.gov/enrd/land-ack. At a minimum a detailed appraisal shall contain the following items:

1. The purpose and/or the function of the appraisal, a definition of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal.
2. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
3. All relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. When sufficient market sales data are available to reliably support the fair market value for the specific appraisal problem encountered, the Agency, at its discretion, may require only the market approach. If more than one approach is utilized, there shall be an analysis and reconciliation of approaches to value that are sufficient to support the appraiser's opinion of value.
4. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
5. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
6. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

**Summary Statement of the Basis of Just Compensation:** Along with the written purchase offer, a statement of just compensation shall be sent to the property owner. This written explanation of the purchase offer shall include:

1. A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated.
2. A description and location identification of the real property and the interest in the real property to be acquired.
3. An identification of the buildings, structures, and other improvements (including removable building equipment and trade fixtures) which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g., a tenant-owned improvement, and indicate that such interest is not covered by the offer.

**Expenses Paid by the Recipient to Transfer the Title:** Whenever feasible, the Agency shall pay costs associated with transfer of title directly so that the owner will not have to pay such costs and then seek reimbursement. The owner of the real property shall be reimbursed for all reasonable expenses the owner necessarily incurred for:

1. Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property to the Agency. However, the Agency is not required to pay costs solely required to perfect the owner's title to the real property; and
2. Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property; and the pro rata portion of any prepaid real property taxes which are allocable to the period after the Agency obtains title to the property or effective possession of it, whichever is earlier.

GUIDEFORM NOTICE TO OWNER
- INVOLUNTARY ACQUISITION -
(Threat/Use Of Eminent Domain)

Grantee or Agency Letterhead

(date)

Dear _____:

(City, County, State, Tribe, other) _____, is interested in acquiring property you own at (address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the _____ program.

The purpose of this notice is to inform you of your rights under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). Enclosed is a HUD brochure entitled "When A Public Agency Acquires Your Property". This brochure provides useful information about the public acquisition of real property (real estate) under the URA. At this stage, your property is only under consideration for acquisition. This notice is not a contractual offer or commitment to purchase your property.

If your property is selected for acquisition, under the URA, you will have the right to receive just compensation for your property. In order to determine the amount of just compensation to be offered to you, an appraisal of your property would be required. In such a case, an appraiser will contact you to provide you an opportunity to accompany him or her on the inspection of your property. It would be in your best interest to accompany the appraiser during the property inspection so that you can point out any unique features of your property which should be considered in the valuation process and so that you can also answer any questions the appraiser may have.

For your information, (City, County, State, Tribe, other) _____ possesses eminent domain authority to acquire the property needed for this project, however, our goal is to attempt to negotiate amicable agreements for all property acquisitions prior to its use. If negotiations fail, acquisition under eminent domain may be considered.

If you have any questions about this notice or the proposed project, please contact
(name)_____, (title)_____,
(address)_____, (phone)_____.

Sincerely,
(name and title)_____

Enclosure

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NOTES.
1. The case file must indicate the manner in which this notice was delivered (e.g., certified mail, return receipt requested) and the date of delivery.
2. This is a guideform. It should be revised to reflect the circumstances.

GUIDEFORM

**- VOLUNTARY ACQUISITION –**

Informational Notice

(Agencies Without Eminent Domain Authority)

Grantee or Agency Letterhead

(date)

Dear _____:

(Name of Agency/Person) _____, is interested in acquiring property you own at (address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

Please be advised that (Name of Agency/Person) _____ does not have authority to acquire your property by eminent domain. In the event we cannot reach an amicable agreement for the purchase of your property, we will not pursue this proposed acquisition.

We are prepared to offer you ($) _____ to purchase your property. We believe this amount represents the current market value of your property. Please contact us at your convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are <u>not</u> eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact (name)_____, (title)_____, (address)_____, (phone)_____.

Sincerely,

(name and title)_____

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NOTES.

1. The case file must indicate the manner in which this notice was delivered (e.g., certified mail, return receipt requested) and the date of delivery.
2. Tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be so informed per 49 CFR 24.2(a)(15)(iv) – Initiations of negotiations, and 49 CFR 24 Appendix A - 24.2(a)(15)(iv).
3. URA does not require that the amount of the offer equal the fair market value.
4. This is a guideform. It should be revised to reflect the circumstances.

Examples of suggested wording:

"The sale is voluntary. If you do not wish to sell, the {CDBG Recipient or Subrecipient} will not acquire the property."

"The {CDBG RECIPIENT} will not use the power of eminent domain to acquire the property."

"The {Subrecipient} does not have the power to acquire your property by condemnation."

"We estimate the fair market value of the property to be ${Dollar Amount}."

GUIDEFORM

–VOLUNTARY ACQUISITION –

- Informational Notice -

(Agencies With Eminent Domain Authority)

Grantee or Agency Letterhead

(date)

Dear _____:

(City, County, State, other) _____, is interested in acquiring property you own at (address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the _____ program.

Please be advised that, (City, County, State, other) _____ possesses eminent domain authority to acquire property, however, in the event you are not interested in selling your property, or if we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain.
Your property is not a necessary part of the proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

We are prepared to offer you ($)_____ to purchase your property.
We believe this amount represents the current market value of your property.
Please contact us at your convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact
(name)_____, (title)_____,
(address)_____, (phone)_____.

Sincerely,

(name and title)_____

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NOTES.

1. The case file must indicate the manner in which this notice was delivered (e.g., certified mail, return receipt requested) and the date of delivery.
2. Tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be so informed per 49 CFR 24.2(a)(15)(iv) – Initiations of negotiations, and 49 CFR 24 Appendix A - 24.2(a)(15)(iv).
3. This guideform may only be used if all of the requirements of 49 CFR 24.101(b)(1)(i)-(iv) are met.
4. URA does not require that the amount of the offer equal the estimated Fair Market Value.
5. This is a guideform. It should be revised to reflect the circumstances.

Examples of suggested wording:
"The sale is voluntary. If you do not wish to sell, the {CDBG Recipient} will not acquire your property."
"The {CDBG Recipient} will not use the power of eminent domain to acquire your property."
"We estimate the fair market value of the property to be ${Dollar Amount}."

## HUD handbooks and forms for relocation activities

### Brochures (to be referred to and provided to individuals/entities impacted by relocation)

Relocation Assistance to Displace Homeowners- HUD- 1044-CPD (6/2016)

http://portal.hud.gov/hudportal/documents/huddoc?id=1044cpd.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553

Relocation Assistance to Tenants Displaced From Their Homes- HUD-1042-CPD (6/2016)

http://portal.hud.gov/hudportal/documents/huddoc?id=1042cpd.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553

Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms- HUD-1043-CPD (6/2016)

http://portal.hud.gov/hudportal/documents/huddoc?id=1043cpd.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553

## HUD handbooks and forms for acquisition/relocation activities

### Forms

Claim for Temporary Relocation Expenses (Residential Moves)- Form HUD-40030 (6/2016)

http://portal.hud.gov/hudportal/documents/huddoc?id=40030.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553

Residential Claim for Moving and Related Expenses- Form HUD-40054 (6/2016)

http://portal.hud.gov/hudportal/documents/huddoc?id=40054.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553

Claim for Actual Reasonable Moving and Related Expenses-Nonresidential –
Form HUD-40054 (6/2016)

http://portal.hud.gov/hudportal/documents/huddoc?id=40054.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553

Claim for Fixed Payment in Lieu of Payment for Actual Nonresidential Moving and Related Expenses- Form HUD-40056 (6/2016)
http://portal.hud.gov/hudportal/documents/huddoc?id=40056.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553

Claim for Replacement Housing Payment for 90-Day Homeowner-Occupant- Form HUD-40057 (6/2016)
http://portal.hud.gov/hudportal/documents/huddoc?id=40057.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553

Claim for Rental Assistance or Down Payment Assistance- Form HUD 40058 (6/2016)
http://portal.hud.gov/hudportal/documents/huddoc?id=40058.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised_HUD_URA_Relocation_Claim_Forms_a7_12_2016&utm_medium=email&utm_term=0_f32b935a5f-c5000bd810-19240553