

Benjamin J. Peotter, PE
Manager – Environmental Services
5201 E. Terrace Drive, Suite 200
Madison, WI 53718
608.443.1206
PeotterB@AyresAssociates.com



AYRES

Engineering Services
Village of Lone Rock
Village Center Park
CDBG Project

Richland County

May 14, 2021

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com



May 14, 2021

Jasen Glasbrenner, Director
Richland Economic Development
450 South Main Street
Richland Center, WI 53581

Re: Engineering Services, Village of Lone Rock – Village Center Park CDBG Project

Dear Mr. Glasbrenner and Selection Committee members:

Ayres is excited about the opportunity to work with the Village of Lone Rock and continue our relationship with your team. We have a long history of guiding brownfield redevelopment projects from grave to the cradle, meaning we often need to assist in the demolition of old buildings before we can start the next chapter in those projects.

Our environmental experts and engineers have extensive experience working in compliance with environmental laws and prescribing strict requirements for the quality of the contractors selected since the reality is those parties make or break projects. We like to think our experience offers peace of mind that the project will be implemented in a way we all desire. We offer you:

Innovative Engineering You Can Trust | We've been proud to work with villages on environmental, civil, and water resources projects. We are committed to the public good and see challenges as an opportunity to find creative and practical solutions to improve our communities. Our technical expertise runs deep to provide you with a trusted partner you can count on.

Experience With Environmental Engineering and CDBG Grants | For years, Ayres has been assisting communities across Wisconsin with demolition and brownfield projects. We understand that our role is to provide guidance and options to solve the challenges you face – not to make those decisions ourselves. We've completed demolitions under CDBG regulations and have developed key elements in our design and bidding process to reduce your risk and provide quality end-state for your project. Should work come in under budget, our Landscape Architecture team can suggest best practices for implementing other park site features.

Versatility | The diversity of services offered by Ayres often can't be found in a firm our size. We are a turn-key partner that can effortlessly tap into a pool of specialists across our service lines to provide you with exceptional delivery while still maintaining the personal service of a small local firm.

We appreciate the opportunity to present our qualifications and enthusiasm for your project. If you have any questions, please feel free to contact either of us

Sincerely,
Ayres Associates Inc



William L. Honea, PG
Project Manager
920.327.7815
HoneaW@AyresAssociates.com



Benjamin J. Peotter, PE
Manager – Environmental Services
608.443.1206
PeotterB@AyresAssociates.com

Table of Contents

1. Cover Letter	Page 1
2. Project Scope	Page 3
3. Project Work Plan	Page 5
4. Ayres' Profile	Page 6
5. Project Team	Page 10
6. Project Budget	Page 11
7. Personnel Fee Schedule	Page 11
8. Copy of Professional Services Agreement	Page 12
Appendix.	Page 26
Other Conditions	Page 26
Key Personnel Resumes	Page 27
Potential Conflict of Interest Disclosure	Page 30
Conflict of Interest Clause	Page 31
Lobbying Certification	Page 33
Disclosure of Lobbying Activities	Page 34
Section 3 Clause.	Page 36
Affirmative Action Clause	Page 37
Equal Opportunity Clause	Page 39
Minority Business Enterprise/ Woman Business Enterprise Web Resources.	Page 43
Davis-Bacon and Related Acts Clause	Page 44
Federal Labor Standards Provisions	Page 50

Project Scope Statement

Task 1: ACM/Lead-Based Paint/Hazardous Materials Assessment

The property referenced has approximately six buildings totaling approximately 8,000 square feet, slab on grade. Before demolition, at a minimum, the building must be assessed for the presence of ACM. In addition, the assessment will determine if any painted concrete brick exterior or flooring materials can be recycled or will need to be disposed of in a landfill. Any painted brick surface needs to be evaluated for lead-bearing paint. Ayres' state-accredited asbestos inspector will sample and assess suspect ACM in conformance with applicable state and federal regulations. If access to the building presents a safety concern, the inspector will evaluate the possibility of any ACM based on professional judgment and experience but will not enter the structure or areas within the structure that he or she deems unsafe. We'll collect representative bulk samples of potential ACM from homogenous material types following the Wisconsin Administrative Code NR 447 and National Emission Standards and Hazardous Air Pollutant (NESAHP) requirements, using wet-sampling methods and clean tools.

Ayres estimates 100 samples will be analyzed to evaluate homogeneous areas that may contain asbestos. Additional samples deemed necessary will be collected and analyzed at a rate of \$25 per sample, which includes labor, shipping, lab analysis, and reporting. Suspect materials that cannot be sampled due to inaccessibility or concern for worker safety will be assumed to contain asbestos and documented as such; this may include roof areas. Such materials may require abatement, although they may not necessarily contain asbestos. The inspector will assess physical conditions, locations, and approximate quantities of confirmed ACM in the buildings. We'll provide one electronic copy of a letter report that summarizes the scope of services and results of the ACM analysis. The report will identify the sample ID number, location, and condition of the sample collection area, presence or absence of asbestos and lead, the estimated square footage of confirmed ACM, and a copy of the inspector's certification.

The lead-paint assessment includes the following:

- Collect representative paint samples from interior and exterior masonry surfaces using clean tools.
- Ayres proposes to submit 10 paint samples to a state-certified laboratory for lead analysis (Flame AA). Costs assume standard turnaround time for the lab (approximately five working days).
- The location and area of masonry surfaces covered in paint containing more than 0.5% lead by weight or over 1 milligram of lead per square centimeter will be documented in a table.

The hazardous materials inventory includes the following:

- Ayres will inventory potentially hazardous materials that could require removal or special disposal before demolition. The inventory will consist of those items identified in Wisconsin Department of Natural Resources guidance WA-651 (*Planning Your Demolition or Renovation Project: A guide to Hazard Evaluation, Recycling, and Waste Disposal*).
- A list of potentially hazardous materials will be formatted into a table that includes estimated quantities of materials and their locations.

Task 2: Demolition & Site Restoration Specs, Bidding Package Prep, & Bid+Contract Assistance

Asbestos abatement, demolition design, and a bidding package would be prepared as noted in the RFP, including development of figures, erosion control, front-end bidding and contractor qualification sections, asbestos abatement specifications, demolition specifications, and other items needed for a comprehensive bid. In addition, grading, topsoil, seeding, and restoration plans and specifications, including sidewalk, will be included with the bidding package. This includes development of quantities of fill, topsoil, and seeding area. This assumes one conference call with the City and a draft package sent to the City for review. Upon completion Ayres would assist in uploading bid documents to an electronic bid network, conducting a pre-bid site meeting with contractors, development of addenda (if necessary), review

of bids, tabulation of bids, assisting City with contractor selection, and preparation of contract documents (following EJCDC format). Construction assistance would include preparation and forwarding of Notice of Award and Notice to Proceed to contractors and attendance at a pre-construction meeting. Publication of bid advertisement along with fee to newspaper is City's responsibility.

Task 3: Building Demolition & Asbestos Abatement Oversight

We will assign technically qualified and experienced personnel to perform the compliance-related elements with the construction contract as well as facilitating contract administration in accordance with the definition of "Engineer" in EJCDC contract language. We assume one kickoff meeting, six progress visits (from Madison), and one punch list walk-through meeting. Tasks include:

- Communicate weekly with the owner regarding the demolition and abatement project.
- Review contractor submittals described in project manual.
- Furnish transportation, supplies, materials, equipment, and miscellaneous items required to accomplish Ayres' work.
- Perform field operations in accordance with OSHA regulations and accepted safety practices.
- Inspect and document (including photographs) phases of demolition and abatement activities, including equipment and materials.
- Keep diaries, logs, and other pertinent records as needed for a complete record of the contractor's progress.
- Measure and compute materials incorporated in the work and items of work completed and maintain account records.
- Prepare and submit, or assist in preparing periodic, intermediate, and final reports and records that may include:
 - ✓ Weekly statement of working days
 - ✓ Notice of change in demolition activities
 - ✓ Report of material field inspection
 - ✓ Final certification of materials
 - ✓ Explanation of quantity variation
 - ✓ Verify that contractors have completed all work before issuance of final payment

Following completion of demolition, the site grading and restoration plan would be implemented by the contractor in accordance with design and contract documents developed by Ayres and approved by the Village. These plans would provide suitable end use as a vegetated park for public use. Should the CDBG budget allow, Ayres can provide additional scope and fee to assist in specifying additional site layout elements or park or playground feature amenities within the remaining budget. This is not included in this scope, but our Landscape Architecture group can collaborate with you and our team to develop something that could fit into the budget for engineering, equipment recommendations, and playground equipment costs, including installation.

In total, we assume 120 total staff hours of oversight, reporting, submittal review, documentation, and management, including seven site visits and one kickoff meeting. If full-time observation or construction assistance in excess of eight days is needed, this scope can be adjusted to meet client expectations. All estimates include travel or other direct costs (from Madison office).

Proposed Timeline

Task	Timeline
ACM, lead-based paint inspections	Completed within 20 business days upon Notice to Proceed. Report within five days of receipt of sample results.
Demolition design and bidding documents	Completed within 20 business days after completion of ACM, lead-based paint inspection reports.
Bidding and bid assistance	Typically completed over a two- to three-week period after completion of bidding documents and advertisement for bids.
Construction assistance	Contractor dependent on schedule but anticipated to be substantially completed within 30 days after executed contract between the City and selected contractor.

Project Work Plan

Ayres understands communication will be key for the implementation of this project. Bill Honea, project manager, understands working with a diverse stakeholder group with multiple public agencies. He is working on the redevelopment of the 145-acre former Brillion Iron Works site that includes a stakeholder team of a private developer, the City of Brillion (as client and grant administrator for multiple programs), Calumet County Economic Development, Wisconsin Economic Development Corporation, Wisconsin Department of Natural Resources, and the U.S. Environmental Protection Agency. Our team has a strong reputation for high-quality and timely communication across these groups in support of project outcomes.

We typically establish what we refer to as a project management team, or PMT, that includes our project management and stakeholder leadership from the groups involved. We then typically schedule conference calls (or video conferences) on appropriate intervals to manage the interests of the project and ensure property protocols are being followed for streamlining the project and any reimbursement or grant administration items required by CDBG. Additionally, should the actual bids come in higher than anticipated, our team has a strategy to obtain other funding to supplement the CDBG funds, which has been used on similar projects.

The PMT will assist in developing a project timeline, review process, communication process, and final project closeout. Ayres values strong communications through phone, email, and virtual or in-person meetings. We've assumed five PMT virtual meetings would be provided in our scope of work above.



Ayres' Profile

With a team of 300+ innovative problem-solvers nationwide, we stand with integrity behind thousands of projects that strengthen communities and our country's infrastructure, economy, and environment. Clients notice our project managers' ability to translate and transform every detail into actionable, understandable, smoothly coordinated pieces of a successful project. Side-by-side with our client partners, our project managers serve as the confident, communicative navigators at the helm of each project.

Name of Firm | Ayres Associates, Inc
Address | 5201 E. Terrace Drive, Suite
 200 Madison, WI 53718
Phone | 608.443.1200
Type of Organization | Corporation
Contact | Bill Honea, PG
Phone | 920.327.7815
Email | HoneaW@AyresAssociates.com

Incorporated in Wisconsin in 1959, Ayres has assisted public and private clients with environmental, architectural, and civil projects for decades. Our firm was founded by Owen Ayres, an engineer who instituted many of the practices we follow today: working with clients as a partner; offering smart, creative solutions; conducting business with the utmost integrity; and providing employees challenges and the opportunity to advance and invest in their company. Bruce Ommen, our current president, continues to oversee these same practices.

Our project team and resumes for this project are included in the Appendix. This team has worked together on multiple demolition and brownfield projects and can tap into other internal resources as needed.

Current Projects/Commitments

The team noted herein, and other support team members, are working on a variety of environmental projects, the largest being environmental design and remediation services for the Brillion Iron Works property redevelopment. However, staff on the project team have availability to expeditiously complete the ACM/lead-based paint inspection, and design/bidding documents and will fit in with our current project workload without impacts to schedule. We will service this project with an engineering and environmental team primarily located out of Madison.

Similar Projects

Our team has worked on projects with all the elements that will be needed for the buildings demolition. Through the completion of many of these projects throughout the decades, we've not only gained a thorough understanding of the communities in which we work, including at small communities such as Schullsburg (pop. ~1,200) and Brillion (~3,100), we've also developed the knowledge necessary to solve common challenges in new and creative ways, always with a keen and resourceful eye toward timeline and budget. On the following pages, you'll find a few of our many examples that demonstrate our experience and ability to serve your project needs in this regard.

Project manager Bill Honea, PG, has been involved in two recent CDBG experiences over the last three years, including City of Kewaunee Marquette School Demo and Clintonville Demo project. He's also helped coordinate a variety of state grants through WEDC and is assisting on implementation of EPA Assessment Grant in Palatka, Florida, through this federal program.

IRON WORKS DEMOLITION SERVICES

Brillion, WI

The City of Brillion retained Ayres to develop plans and specifications for demolition of the Brillion Iron Works foundry, along with providing bidding assistance and submittal of permitting applications.

Bid specifications were prepared for asbestos abatement and facility demolition and restoration in conformance with planned future site use. Plan elements included the existing building and utility conditions, erosion control, site demolition, utility modification, sanitary rerouting, electrical disconnect, traffic control plan, site restoration and grading, and demolition details.

Permit services included application to the Wisconsin Department of Natural Resources for a Low Hazard

Waste Exemption for reuse of concrete coated with lead-bearing paint.

Part of the redevelopment effort included the demolition of multiple structures, which generated over 25,000 tons of construction debris and material from nearly 400,000 square feet of building demolition. Services included asbestos abatement; lead-based paint abatement; removal of a 20,000-gallon underground storage tank; crushing concrete building materials on-site for future reuse; disposal of demolition debris; installation of new and relocated water main and sanitary sewer; and site restoration. Over 90% of the building materials were recycled or repurposed, with 80% of it used on-site. Of the less than 20% of the material transported offsite, over 60% was recycled/repurposed. This resulted in very little material getting landfilled, saving money in the process.

Information

- **Owner:** City of Brillion
- **Contact:** Andy Geiger, Public Works Director, 920.756.2250
- **Specific Involvement:** Environmental assessment and remediation, permitting, demolition observation, bid specifications, grant management under WEDC Idle Sites grant, master planning
- **Status of Completion:** Completed April 2020



FORMER HILLEQUE SITE DEMOLITION

Deerfield, WI

The Village of Deerfield undertook a complex redevelopment project on a contaminated site that required deft understanding of a variety of environmental requirements and liability protections, grants, a private partnership, and creative problem-solving that ultimately benefited the Village and a small business owner who was able to expand operations.

Ayres assisted in preparation of two WEDC grants (Site Assessment and Brownfield programs) that allowed for a liability protected property transaction, asbestos inspection of a 9,000 square foot building, lead-based paint inspection, and demolition of a former industrial building, removal of an underground storage tank, site

remediation, and ultimately redevelopment of the former Hilleque site at 40 West Nelson in the Village of Deerfield.

Ayres prepared the bidding documents for the demolition, observed and closed out the demolition with the contractor, Village and Department of Natural Resources, which set the framework for future site development. Ayres also assisted in project tracking for the benefit of grant administration to assist the Village Administrator.

Redevelopment commenced following demolition, adding a 16,500-square foot addition to a truck repair facility.

Information

- **Owner:** Village of Deerfield
- **Contact:** Elizabeth McCredie, 608.764.5404
- **Specific Involvement:** Demolition under WEDC SAG and Brownfield grants, wrote bidding documents, bid assistance, contract administration, ACM inspection, demolition, environmental documentation, WDNR closeout
- **Status of Completion:** Completed August 2020



WAUNAKEE ALLOY DEMOLITION & REMEDIATION

Waunakee, WI

Ayres provided demolition design, bidding, and construction services for the removal of 21 buildings totaling 56,000 square feet and allowed for the construction of a new 40,000-square foot library. Ayres coordinated design, regulatory agency correspondence, contracting, bidding, construction administration, and oversight with the Village. Services included pre-demolition ACM and hazardous materials assessment as well as site environmental investigation and remediation.

During the Phase 1 environmental site assessment and pre-demolition hazardous materials assessment of the property, Ayres discovered large quantities of free elemental mercury and leaking PCB-contaminated capacitors inside the facility. Ayres worked with the

Wisconsin Department of Natural Resources and U.S. Environmental Protection Agency (EPA) removals program to dispose of the mixed (TSCA/RCRA) mercury-PCB waste.

Ayres performed hydrogeologic investigations at the facility to assess the degree and extent of subsurface impacts from the use and disposal of hazardous materials at the site. Ayres negotiated the scope of work and prepared CERCLA level management plans outlining the details of the investigation and remediation program. Investigation activities included surficial soil sampling, corehole sampling within the interior of the building, advancement of soil borings, installation of monitoring wells, hydraulic conductivity testing, low-flow groundwater sampling, soil and groundwater analysis, and analysis of remedial options.

Information

- **Owner:** Village of Waunakee
- **Contact:** Todd Schmidt, 608.850.5227
- **Specific Involvement:** Environmental assessment and remediation, permitting, demolition observation, ACM and hazardous materials assessment
- **Status of Completion:** Completed March 2018

Additional References

In addition to the references shown on the project profiles, we invite you to contact the following clients for a firsthand account of our services.

- **Kevin Even**, Village of Waunakee Engineer and Public Works Director, 608.849.6276 (Note: Valid through June. Kevin is retiring thereafter.)
- **Mark Olsen**, Ariens Company (Brillion Iron Works), 920.606.7884

Project Team

We've organized a team that brings real value to the Village of Lone Rock and Richland County. We plan to perform all services in-house, with no need for subconsultants. The team presented here has successfully implemented similar projects around the state.

The team will be led by Bill Honea, PG. He will be supported by Tom Gaieck, PG, who will provide asbestos inspections and hazmat inventory, and Michael Leopold, who will be the project engineer. Ben Peotter, PE, the manager of the environmental group, will provide project oversight and QA/QC. The table below summarizes our team's capabilities with the tasks required for your project. Brief resumes for these key staff, including educational background, credentials, and experience, are included in the Appendix.

	Bill Honea	Tom Gaieck	Michael Leopold	Ben Peotter	Rob Stein
ACM (collection of samples, assessment, testing, reports)	X	X			
Lead paint (collection of samples, identification and location document)	X	X			
Hazardous materials (inventory, identify and tabulate estimated quantities)	X	X			
Asbestos abatement and demolition (preparation of bidding documents and specifications)			X	X	
Bid administration	X		X	X	
Building demolition and asbestos abatement oversight	X	X	X	X	
Grading plans, site restoration, sidewalk design			X	X	X

Note: If budget allows, we would bring in qualified members of our Ayres Landscape Architecture team to assist with specifying playground equipment and/or additional park layout.

We'll work with the Village and County to understand the desired "feel" of the park facilities and apply that to the site. We'll also give careful consideration to the sustainability of our landscape architecture and minimize their effects on the environment. Our goal is to provide you with a beautiful, functional, sustainable space that builds a sense of community for the Village and provides accessibility for all.

Project Budget

We propose the following not-to-exceed fee:

Task	Estimated Fee
Task 1: ACM/Lead-Based Paint/Hazardous Materials Assessment	\$8,600
Task 2: Demolition Specifications, Restoration Plan, and Bidding Package Preparation, Bid Assistance, Contracting Assistance	\$23,000
Task 3: Building Demolition and Asbestos Abatement Oversight	\$14,300
Total	\$45,900

Cost Effectiveness Elements

1. One of the biggest cost risks to the Client is hiring contractors who are less skilled or qualified. We've seen firsthand the change orders and issues this presents. We plan to use a prequalification process in bidding that reduces this liability and budget risk. Only those contractors who can demonstrate they've performed in similar capacity and have good recommendations from past clients would be allowed to bid.
2. We plan to spread work around to qualified staff at other offices in select areas to use lower charge-out rates or to better manage work flow and staffing while accomplishing project design and bidding goals.
3. The rise of virtual meetings has significantly changed the work environment over the last year. Ayres realizes the benefits and cost savings potential extend beyond just reducing travel. The ability of field staff to stream real-time observations and information to other project team members greatly enhances communications, affords opportunity for instant feedback, and significantly reduces the need for follow-up site visits and meetings.

Personnel Fee Schedule

Classification	2021 Hourly Rate
Geospatial Services Technician	\$93.00
Manager 2	\$180.98 - \$209.10
Manager 1	\$134.66
Scientist 2	\$105.71
Engineer 4	\$156.67
Engineer 3	\$132.99 - \$154.23
Engineer 1	\$86.46 - \$105.06
Landscape Architect 2	\$98.89
Technician 4	\$88.94 - \$92.78
Senior Urban Planner	\$128.73
Surveyor	\$147.93
Administrative Assistant	\$65.78 - \$77.50

"In our business, we ... need something that works that's cost-effective and practical, and it seems like Ayres does a good job of coming up with practical solutions that fit for some of the rural areas."

Dave O'Donahue

Supervisory Civil Engineer,
U.S. Department of the Interior

Copy of Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of June 1, 2021, between the Richland County (CLIENT), and Ayres Associates Inc, 5201 E. Terrace Dr, Suite 200, Madison, WI 53718 (CONSULTANT).

CLIENT intends to retain CONSULTANT for professional services to conduct a services to demolish existing buildings and site restoration at 102 E. Union St, Lone Rock, Wisconsin, and as described in Attachment A (hereinafter called the Project).

CLIENT and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by CLIENT as set forth below.

This Project includes services on a site with a recognized potential for the presence of hazardous materials. Because of the inherent risk on the site, provisions contained in Attachment E are hereby incorporated into this Agreement between CLIENT and CONSULTANT.

The following Attachments are attached to and made a part of this Agreement.

Attachment A - Scope of Services, consisting of 7 pages.

Attachment B - Period of Services, consisting of 1 page.

Attachment C - Compensation and Payments, consisting of 2 pages.

Attachment D - Terms and Conditions, consisting of 2 pages.

Attachment E - Terms and Conditions for Services Involving Hazardous Substances, consisting of 3 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between CLIENT and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

_____ CLIENT		_____ Ayres Associates Inc CONSULTANT
_____ (Signature)		_____
_____ (Typed Name)		_____
_____ (Title)		_____
_____ (Date)		_____

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated June 1, 2021, between the Richland County (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

CONSULTANT shall provide professional environmental services for CLIENT as provided below.

Background:

The County is working with the Village of Lone Rock to demolish buildings and redevelop a property to park amenities at 102 E. Union Street using Community Development Block Grant (CDBG) funds. The property contains approximately 6 buildings totaling approximately 8,000 square foot of industrial-style buildings presumed to be slab-on-grade constructions. The following tasks present the scope of services to be performed under this contract.

Task 1 – Asbestos Containing Materials (ACM), Lead Bearing Paint, and Hazardous Materials Assessment

Before demolition, at a minimum, the building must be assessed for the presence of ACM. In addition, to determine if the brick exterior can be recycled or will need to be disposed of in a landfill, any painted brick surface needs to be evaluated for lead-bearing paint. CONSULTANT will provide a state-accredited asbestos inspector to conduct the assessment. The inspector will sample and assess suspect ACM in conformance with applicable state and federal regulations. If access to the building presents a safety concern, the inspector will evaluate the possibility of any ACM based on professional judgment and experience but will not enter the structure or areas within the structure that he or she deems unsafe.

While onsite, CONSULTANT will inventory potentially hazardous materials that will require removal or special disposal before demolition; additionally, CONSULTANT will collect samples of dried paint from masonry surfaces and submit samples to a state-certified laboratory for lead analysis.

Task 1 scope of services

The ACM assessment includes the following:

- Collect representative bulk samples of potential ACM from homogenous material types following the Wisconsin Administrative Code NR 447 and National Emission Standards and Hazardous Air Pollutant (NESAHP) requirements, utilizing wet-sampling methods and clean tools.
- CONSULTANT proposes an estimated 100 samples will be analyzed to evaluate homogeneous areas that may contain asbestos. If point additional samples are required, this estimate will increase by \$25.00 per additional sample. Suspect materials that cannot be sampled due to inaccessibility or concern for worker safety will be assumed to contain asbestos and documented as such; this may include roof areas. Resultingly, such materials would be required to be abated, although they may not necessarily contain asbestos.
- Assess physical conditions, locations, and approximate quantities of confirmed ACM in the buildings.
- Document the sampling locations.
- Submit bulk asbestos samples under chain-of-custody to a national Voluntary Laboratory Accreditation Program (NVLAP) approved laboratory for analysis of asbestos content by polarized light microscopy (PLM) using EPA Method 600/R-93/116. Costs assume standard turnaround time for the lab (approximately 5 working days).

- PLM results that positively indicate the presence of asbestos at concentrations of less than 1-percent will be confirmed by the laboratory using point counting methods. Standard laboratory turnaround time for point count verification is approximately five working days from the release of initial PLM results. If point count is required, this estimate will increase by \$25.00 per sample requiring point count verification.
- Provide one electronic copy of a letter report that summarizes the scope of services and results of the ACM analysis. The report will identify the sample ID number, location, and condition of the sample collection area, presence or absence of asbestos and lead, and the estimated square footage of confirmed ACM, and copy of the inspector's certification.

The lead-paint assessment includes the following:

- Collect representative paint samples from interior and exterior masonry surfaces utilizing clean tools.
- CONSULTANT proposes to submit 10 paint samples to a state-certified laboratory for lead analysis (Flame AA). Costs assume standard turnaround time for the lab (approximately 5 working days). If more than 10 paint samples are required, this estimate will increase by \$25.00 for each additional sample.
- The location and area of masonry surfaces covered in paint containing more than 0.5 percent lead by weight or more than 1 milligram of lead per square centimeter will be documented in a table.

The hazardous materials inventory includes the following:

- CONSULTANT will inventory potentially hazardous materials that could require removal or special disposal. The inventory will consist of those items identified in WDNR guidance WA-651 (*Planning Your Demolition or Renovation Project: A guide to Hazard Evaluation, Recycling, and Waste Disposal*).
- A list of potentially hazardous materials will be formatted into a table that includes estimated quantities of materials and their locations.

Task 2 - Demolition Specifications and Bidding Package Preparation, Bid Assistance

Asbestos Abatement and Demolition Specification Preparation, includes Site Grading and Restoration

Ayres Associates would prepare bidding documents and specifications for the facility asbestos abatement, demolition, and site regrading. Tasks to be performed include:

- Prepare specifications, including front-end contract documents between County and Contractor for asbestos abatement, facility demolition, site grading, and restoration using Ayres 'Associates' standard solicitation format. Shall include specific sections and forms as needed to comply with CDBG requirements, as noted in CDBG Implementation Handbook).
- Prepare construction drawings for the project (assumed 5 sheets: Cover, Existing Conditions, Erosion Control and Demo Extents, Site Grading and Restoration, and one Detail sheet)
- Submit an electronic version of the Draft Bid Package to the County for review and comment.
- One conference call with the County and Village during the preparation of bid documents.
- Prepare the final demolition bid package following receipt/discussion of the 'County's Draft comments.

Bid Administration

Ayres Associates would assist the County and Village in its selection of a contractor. Tasks to be performed may include:

- Be responsible for forwarding bid documents to prospective demolition contractors and uploading them to the electronic bid network.
- Conduct one pre-bid site meeting with potential bidders.
- Receive and coordinate inquiries on the project, prepare addenda, if necessary.
- Prepare a summary of submitted bid information and bid tabulation.
- Conduct quality control review of bidders and submitted bid forms.
- Assist in the review and selection of a demolition contractor (including one meeting with the County and Village).
- Assist with the Development of the Contract Documents between County and selected contractor.
- Prepare and forward Notice of Award to the selected contractor.
- Prepare and forward Notice to Proceed to the selected contractor following the 'client's receipt of the required contractor documentation.
- Attendance at one pre-construction meeting with the County and the selected contractor to assist with site related questions.

Costs for public notice of bid notification in a newspaper or other media, or other contract execution costs will be borne by the County but should be a CDBG reimbursable expense for demolition.

Task 3 - Building Demolition, Asbestos Abatement, and Site Restoration Oversight

Demolition and asbestos oversight would be performed on a part-time basis as directed by the County. The tasks to be performed by Ayres Associates during this operation include:

- Assign technically qualified and experienced personnel to perform the compliance-related elements with the construction contract. Assumes one kick-off meeting, five progress visits (from Madison), and one punch-list walkthrough meeting.
- Communicate weekly with the owner regarding the demolition and abatement project.
- Review contractor submittals described in the project manual.
- Furnish transportation, supplies, materials, equipment, and miscellaneous items required to accomplish Ayres Associates' work.
- Perform field operations in accordance with OSHA regulations and accepted safety practices.
- Inspect and document (including photographs) phases of demolition and abatement activities, including equipment and materials.
- Keep diaries, logs, and other pertinent records as needed for a complete record of the contractor's progress.

- Measure and compute materials incorporated in the work and items of work completed and maintain account records.
- Prepare and submit, or assist in preparing periodic, intermediate, and final reports and records that may include:
 - Weekly statement of working days
 - Notice of change in demolition activities
 - Report of material field inspection
 - Final certification of materials
 - Explanation of quantity variation
- Verify that contractors have completed all work before issuance of final payment. In total assumes 96 total staff hours of oversight, reporting, and management. All estimates below include travel or other direct costs (from Madison office).

ARTICLE 2 - ADDITIONAL SERVICES

If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by CLIENT as indicated in Attachment C.

- Grant Writing (WEDC Site Assessment Grant could be an option)
- Landscape Architecture services (park layout assistance, specifying equipment)
- Phase I or II ESA to determine if recognized environmental conditions (RECs) may exist at the site and presence or absences thereof (could be part of WEDC grant).

ARTICLE 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

Designate a person in writing to act as CLIENT's representative.

Develop stakeholder Project Management Team.

Provide all criteria and full information as to CLIENT's requirements.

Furnish to CONSULTANT all available pertinent information including, but not limited to, property, boundary, easement, right-of-way, and utility surveys, the location of buried tanks, piping, and related utilities, and previous reports, all of which CONSULTANT may use and rely upon in performing services under this Agreement.

Provide access to the site of the Project and provide any required easements for monitoring wells to be installed on or off the site.

Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services, and (2) Legal services with regard to issues pertaining to the Project as CLIENT requires or CONSULTANT reasonably requests.

Any permit or fees to local, state, or federal agencies.

Client will facilitate access to the property and designate a contact person for the asbestos inspection, and demolition projects. Client will provide or indicate the availability of helpful environmental documents as available to be sent by Ayres Associates. CLIENT shall provide unrestricted access to CONSULTANT for sampling suspect asbestos-containing materials, sampling painted masonry or concrete surfaces, and inventorying hazardous materials. Due to current "Shelter in Place" requirements for COVID-19 response, we would request that CLIENT assist CONSULTANT in accessing building independently to conduct this work to provide suitable social distancing requirements recommended by Health Officials.

It is understood that if the building is occupied, non-destructive sampling methods will be used in those spaces. The use of non-destructive sampling methods limits the 'assessor's ability to inspect the facility thoroughly and will not satisfy the WDNR requirement for a pre-demolition survey.

DRAFT

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated June 1, 2021, between the Richland County (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to an equitable adjustment.

<u>Task</u>	<u>Calendar Days After Authorization to Proceed</u>
ACM, LBP, Hazardous Materials Assessment	Completed within 20 business days, assumes standard turnaround time from laboratory and reporting following lab analysis results
Demotion and Restoration Design and Bidding Documents	Completed within 20 business days following completion of ACM, lead-based paint, and hazardous materials report. Incorporate client review comments into final bidding documents within one week following receipt of comments.
Bidding and Contract Assistance	Completed over a four- to eight-week period following completion of bidding documents, advertisement for bids, and selection of contractor.
Construction Assistance	Depends on Contractor schedule but anticipated to start work within 30 days of executed contract between the County and General Contractor. Duration of work predicated on 'Contractor's schedule.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated June 1, 2021, between the County of Clintonville (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. CLIENT shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each of 'CONSULTANT's employees times Standard Hourly Rates for each applicable employee, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and sub-consultants, if any.

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated to be \$41,200, with a task break out, as noted in Table 1 below. CONSULTANT shall not exceed an amount of \$41,200 unless approved in writing by CLIENT.

Table 1 – Estimated Fee by Task

Task	Estimated Fee
Task 1 – ACM, Lead Bearing Paint, and Hazardous Materials Assessment	\$8,600
Task 2 - Demolition Specifications and Bidding Package Preparation, Bid Assistance, Contracting Assistance (would include Restoration Plan developed below as Task 4)	\$23,000
Task 3 - Building Demolition, Asbestos Abatement, and Restoration Oversight	\$14,300
TOTAL	\$45,900

Notes:

- 1) Ayres reserves the right to allocate actual costs between fees depending on actual costs incurred for individual tasks but will not exceed \$41,200 without written permission.
- 2) Task 1 assumes 100 samples of potential ACM material will be analyzed. Additional samples deemed necessary would be collected at a rate of \$25/sample, which includes labor, shipping, lab analysis, and reporting.
- 3) Associated WDNR notification, permitting, or other elements of construction related to demolition will be the 'Contractor's responsibility and noted appropriately in the bidding documents.
- 4) Oversight of Construction activities includes 120 total staff hours, which includes one kick-off meeting, five progress visits, and one punch-list walkthrough meeting as well as administrative and engineering support. Additional visits or hours would be additional scope and associated fees.

5.1.2 Additional Services. CLIENT shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of 'CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, Article 2, an amount equal to the cumulative hours charged to the Project by each of 'CONSULTANT's employees times Standard Hourly Rates for each applicable employee for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and sub-consultants if any.

5.1.3 Other Provisions Concerning Compensation

5.1.3.1 Charges of CONSULTANT's Independent Professional Associates and Sub-consultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and sub-consultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.3.2 Annual Adjustments. The Standard Hourly Rates Schedule will be adjusted annually (as of January), and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.3.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify 'CONSULTANT's charges and upon 'CLIENT's timely request, CONSULTANT shall make copies of such records available to CLIENT at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by CLIENT, CONSULTANT will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished and all Reimbursable Expenses and charges of CONSULTANT'S independent professional associates and sub-consultants incurred through the effective date of termination.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated June 1, 2021, between Richland County (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

CONSULTANT's opinions of probable Project costs are made on the basis of CONSULTANT's experience, qualifications, and judgment; but CONSULTANT cannot and does not guarantee that actual Project costs will not vary from opinions of probable cost.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by CLIENT in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents prepared by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein. CLIENT may make and retain copies for information and reference in connection with use by CLIENT.

7.3 Electronic Files

CLIENT and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims

or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Assignment of Rights

7.7.1 Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, CLIENT and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

ATTACHMENT E - TERMS AND CONDITIONS FOR SERVICES INVOLVING HAZARDOUS SUBSTANCES

This is an attachment to the Agreement dated June 1, 2021, between Richland County (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - SERVICES INVOLVING HAZARDOUS SUBSTANCES

8.1 Standard of Care - Services Involving Hazardous Substances

In accepting this Agreement for professional services, CLIENT acknowledges the inherent risk associated with hazardous, oil, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions as well as with construction activities. In performing the professional services, CONSULTANT shall use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall be judged exclusively at the time the services are rendered and not according to later standards.

8.2 Project Site

8.2.1 CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature, or characteristics of any hazardous substances at, on, or under the site. In addition, CLIENT shall furnish all data, prior studies, manufacturing or waste disposal histories, and construction documents actually or potentially informative as to the actual conditions at the site for performance of CONSULTANT's services. CONSULTANT shall be entitled to rely upon CLIENT-furnished documents and information in performing the services required under this Agreement, however, CONSULTANT assumes no responsibility or liability for their accuracy or completeness.

8.2.2 CONSULTANT shall not supervise, direct, or have control over the work of construction contractors or their subcontractors. CONSULTANT's services do not include a review or evaluation of the contractor's or subcontractor's safety measures.

8.2.3 CONSULTANT shall be responsible only for its activities and that of its employees and subconsultants on the site. Neither the professional activities nor the presence of CONSULTANT or its employees or its subconsultants on the site shall imply that CONSULTANT controls the operations of others, nor shall this be construed to be an acceptance by CONSULTANT of any responsibility for jobsite safety.

8.3 Right-of-Entry

CLIENT shall furnish right-of-entry for CONSULTANT to such property as may be necessary for CONSULTANT to perform the services under this Agreement. CONSULTANT shall take reasonable precautions to minimize damage to the property caused by CONSULTANT's equipment but has not included in CONSULTANT's fee the cost of restoration of damage which may result from CONSULTANT's operations. If CLIENT requires CONSULTANT to restore property to its former conditions, the costs associated with restoration shall be added to CONSULTANT's fee.

8.4 Disposal of Contaminated Material

It is understood and agreed that CONSULTANT is not and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified at the site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the site.

8.5 Indemnification

8.5.1 It is understood and agreed that CLIENT is requesting CONSULTANT to undertake, for CLIENT's benefit, obligations involving the presence or potential presence of hazardous substances. Therefore, it is expressly understood that CLIENT shall in no manner hold CONSULTANT responsible for any existing site condition and the presence or potential presence of hazardous substances.

8.5.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors and employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by 'CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

8.5.3 CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by 'CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

8.5.4 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other 'party's own negligence. In the event there is joint negligence on the part of CLIENT and CONSULTANT, the responsibility and indemnification obligations for such negligence shall be prorated to reflect the relative degree of negligence or fault attributable to CLIENT and CONSULTANT. CONSULTANT shall not be liable for any indirect damages.

8.6 Limitation of Liability

8.6.1 CLIENT agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage, or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or CONSULTANT's fee, whichever is greater. In the event that CLIENT does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving CLIENT's written request prior to the start of CONSULTANT's services.

8.6.2 CLIENT shall not be liable to CONSULTANT and CONSULTANT shall not be liable to CLIENT for any consequential damages incurred by either due to fault of other, regardless of nature of this fault, or whether it was committed by CLIENT or CONSULTANT, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8.7 Insurance

CONSULTANT represents that it carries statutorily required Workers' Compensation Insurance, Commercial General Liability Insurance in the amount of \$1,000,000, Business Automobile Liability Insurance in the amount of \$1,000,000, and Professional Liability Insurance, with Pollution Liability coverage, in the amount of \$1,000,000. Certificates of these insurances shall be provided to CLIENT upon request. If CLIENT requires additional insurance coverage, CONSULTANT shall endeavor to obtain additional coverage at CLIENT's expense, payable in advance.

8.8 Precedence

These Terms and Conditions for Services Involving Hazardous Substances shall take precedence over any conflicting provisions elsewhere in the Agreement.

8.9 Severability

If any of these Terms and Conditions are determined to be invalid or unenforceable in whole or part, the remaining provisions of this Agreement shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

8.10 Survival

These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

DRAFT

Other Conditions

Ayres meets all requirements and if selected will complete necessary paperwork (as listed in Appendix) in accordance with CDBG contractual requirements.

Appendix

Key Personnel Resumes . . . . .	.Page 27
Potential Conflict of Interest Disclosure . . . . .	.Page 30
Conflict of Interest Clause . . . . .	.Page 31
Lobbying Certification . . . . .	.Page 33
Disclosure of Lobbying Activities . . . . .	.Page 34
Section 3 Clause. . . . .	.Page 36
Affirmative Action Clause . . . . .	.Page 37
Equal Opportunity Clause . . . . .	.Page 39
Minority Business Enterprise/ Woman Business Enterprise Web Resources. . . . .	.Page 43
Davis-Bacon and Related Acts Clause . . . . .	.Page 44
Federal Labor Standards Provisions . . . . .	.Page 50



Bill Honea, PG Project Manager

Bill joined Ayres in 2015 with five years of environmental consulting experience and a strong regulatory compliance background. He has conducted Phase 1 and 2 environmental site assessments (ESAs); groundwater monitoring; brownfield site investigations; and regulatory reporting for federal, state, and private clients. Bill's field experience includes soil, groundwater, vapor, concrete, and asbestos sampling. He facilitates collaboration and communication with clients, peers, regulatory agencies, and subcontractors to meet project objectives and deadlines.

Total Experience

11

Registrations

Registered Professional Geologist, WI, AZ, WY

Education

BS, Geology, University of Tennessee

He's serving as project manager for redeveloping the 145-acre former Brillion Iron Works site, including demolition assistance, grant writing and management, and environmental consulting.

Select Experience

- Brillion Iron Works Demolition Design Services
- Waunakee Alloy Remediation, Permitting, Demolition Specs, and Grant Assistance
- Deerfield Brownfield Asbestos Pre-Demo Assessment
- Marquette School CDBG Assistance
- City of Clintonville CDBG and Demolition Assistance



Thomas Gaieck, PG Geologist

Tom joined Ayres in 1992, bringing experience as a geologist for contamination assessments as well as geotechnical experience. He has completed many Phase 1, 2, and 3 site assessments and his responsibilities include groundwater and soil investigations; remediation design; construction services; asbestos and lead-based paint inspections; and pre-acquisition site assessments.

Total Experience

35

Registrations

Registered Professional Geologist, WI, WY, FL, AZ

Education

BS, Earth Science, University of Wisconsin-River Falls

Select Experience

- Brillion Iron Works Demolition Design Services
- Waunakee Alloy Grant Assistance, Phase 1 and 2 ESAs, and Hazardous Materials Cleanup
- Waunakee Alloy Remediation, Permitting, Demolition Specs, and Grant Assistance
- Waunakee Alloy Grant Assistance, NR 716 Inv, Permitting, and Demolition Specs
- Deerfield Brownfield Demolition Assistance
- Marquette School CDBG and Demolition Assistance



Michael Leopold, EIT

Project Engineer

Michael joined Ayres in 2018, bringing three years of experience as a civil engineer. His background includes designing site, grading, construction, structural, and as-built plans. He has significant experience in geotechnical analysis of soils, soil drilling with logging, laboratory testing to ASTM standards, and conducting reports to provide recommendations for site development, foundation design, and structural loading.

From his work completing the processes of drafting and analysis of materials, Michael also has established his capability for calculating isolated, mat, and continuous footing parameters for new construction, as well as analyzing, interpreting, and mitigating existing structures. He's led the engineering design team on several large demolition projects in the last three years.

Select Experience

- Brillion Iron Works Demolition Design and Construction Services
- Deerfield Brownfield Environmental Investigation
- Marquette School CDBG and Demolition Assistance
- City of Clintonville CDBG and Demolition Project

Total Experience

6

Registrations

Engineer Intern, SD

Education

BS, Geological Engineering,
South Dakota School of Mines
and Technology



Ben Peotter, PE

QA/QC

Ben oversees our development division's work in brownfield revitalization, planning, environmental impact assessments and statements, environmental site assessments and remediation, and landfill monitoring and engineering. Ben has worked as an environmental, geotechnical, and civil consultant since 1999. Ben's responsibilities include project management; environmental impact statements and assessments (EISs and EIAs); brownfield redevelopments; grant writing; solid waste management, design, and permitting; and facilitation of client and public relations.

Select Experience

- Brillion Iron Works Demolition Design Services
- Waunakee Alloy Grant Assistance, NR 716 Inv, Permitting, and Demolition Specs
- Waunakee Alloy Remediation, Permitting, Demolition Specs, and Grant Assistance
- Deerfield Brownfield Demolition Assistance
- Deerfield Brownfield Environmental Investigation
- Marquette School CDBG Assistance
- Clintonville CDBG and Demolition Assistance

Total Experience

22

Registrations

Registered Professional
Engineer, WI, MN

Education

BS, Geological Engineering/
Geology, University of
Wisconsin-Madison



Robert Stein, PLA Landscape Architect

Rob has been providing landscape architectural design services since 2006. Inspired by culture, environmental and physical stories a site tells, Rob has been designing outdoor spaces such as parks, riverfronts, bike paths, downtown streetscapes, and sustainable landscapes for communities of all sizes.

He is also skilled in facilitating public meetings and communicating with community members about design projects. Robert is knowledgeable about environmental design for the creation of innovative, functional, and sustainable projects. He is skilled in communicating design ideas through illustrative plans and graphics, and he has experience producing construction documents. Rob believes that our shared landscapes play a pivotal role in shaping our experience of spaces.

Total Experience

15

Registrations

Professional Landscape Architect, WI, WV

Education

BLA, Landscape Architecture, North Dakota State University; BS, Environmental Design, North Dakota State University

Select Experience

- Village of Harrison Manitowoc Road Park Master Plan, Harrison, WI
- Village of Menomonee Falls - Village Park - Phase 1 Design, Menomonee Falls, WI
- City of Eau Claire North Barstow and Phoenix Park Redevelopment, Eau Claire, WI
- Eau Claire-Boyd Park Master Plan, Eau Claire, WI
- Monona Park Improvement Projects, Monona, WI

“There’s a lot of smart people out there, and a lot of people who know how to do the work, but it’s the responsiveness from Ayres that makes a difference. They take the time to really understand what the County needs.”

Greg Caldwell

Capital Improvement Program Manager
St. Johns County, FL

Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

POTENTIAL CONFLICT OF INTEREST DISCLOSURE***Community Development Block Grant – CDBG-CLOSE Program
Richland County, WI*****Do you have family or business ties to any of the people listed below?**Yes ☐No ☐**If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:****ELECTED OFFICIALS:**

- ☐ Marty Brewer – Richland County Board - Chairman
- ☐ Dave Turk – Richland County Board – Vice Chairman
- ☐ Sean Murphy-Lopez – Richland County Finance Committee - Chairman

COUNTY OF RICHLAND - ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:

- ☐ Clinton Langreck – County Administrator
- ☐ Jasen Glasbrenner – Richland Economic Development Director

Description of Relationship(s):**Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the Richland County Board and Committee meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).**_____
Printed Name of Individual_____
Title_____
Signature_____
Name of Business/Firm/Company_____
Date Signed [MM/DD/YYYY]

STATE OF WISCONSIN CDBG IMPLEMENTATION HANDBOOK: ATTACHMENT 3-C:
24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE

24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

Code of Federal Regulations Title 24 570.489(h) Program administrative requirements

(h) Conflict of interest:

(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.

(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

STATE OF WISCONSIN CDBG IMPLEMENTATION HANDBOOK: ATTACHMENT 3-C:
24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE

(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

Division of Energy, Housing and Community Resources**Lobbying Certification**

GRANTEE/UGLG NAME: Richland County
 DEHCR GRANT AGREEMENT #: CDBG CL-PF 21-33

LOBBYING CERTIFICATION**FROM THE**

☐ Municipality/UGLG: _____
☒ Contractor/Sub-Contractor
☐ Other: _____

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. 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 of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Name of Municipality/UGLG/Business/Firm

Signature of the Chief Elected Official, Owner, or Chief Executive Officer

Title

Date Signed

Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer

Lobbying Certification

Revised: August 31, 2017

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

BCD CDBG Implementation Handbook

ATTACHMENT 6-B: SECTION 3 CONTRACT LANGUAGE REQUIREMENTS

Include the following language in all contracts and sub-contracts funded with CDBG dollars:**

1. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 135. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**** This language is only required for those contracts and sub-contracts regarding project activities that are funded with CDBG dollars. However, it is strongly recommended that this language be included in ALL contracts regardless of the funding source to avoid any unnecessary problems later in the project cycle.**

Division of Energy, Housing and Community Resources

Affirmative Action Requirements (EO 11246)

AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)

(Applicable to construction contracts/sub-contracts exceeding \$10,000)

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

Goals for Women = **6.9 percent** (this goal applies nationwide)

Goals for minority participation = 1.7 (this goal applies county-wide)
(Insert goals – see next page)

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
4. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the sub-contractor; employer identification number; estimated dollar amount of the sub-contract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is a description of the geographical areas where the contract is to be performed indicating the state, county and city, if any.

Division of Energy, Housing and Community Resources

Affirmative Action Requirements (EO 11246)

GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and sub-contracts in excess of \$10,000 (EO 11246). All hours of work (federal and non-federal) in each trade, regardless of the location of work, are subject to these goals.

Directions: Use the applicable county percentage below to fill in the "Goals for minority participation" on the previous page.

A. Goals for Women--6.9 percent (this goal applies nationwide).

B. Minority Goals--percentage listed for each county:

Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	.6
Barron	.6	Jackson	.6	Price	.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	.6	Richland	1.7
Buffalo	.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	.6
Calumet	.9	La Crosse	.8	St. Croix	2.9
Chippewa	.5	Lafayette	.5	Sauk	1.7
Clark	.6	Langlade	.6	Sawyer	.6
Columbia	1.7	Lincoln	.6	Shawano	1.0
Crawford	.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	.6	Taylor	.6
Dodge	7.0	Marinette	1.0	Trempealeau	.6
Door	1.0	Marquette	1.7	Vernon	.6
Douglas	1.0	Menomonie	1.0	Vilas	.6
Dunn	.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	.5	Monroe	.6	Washburn	.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	.6	Waukesha	8.0
Forest	1.0	Outagamie	.9	Waupaca	1.0
Grant	.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	.6	Winnebago	.9
Green Lake	1.0	Pierce	2.2	Wood	.6

BCD CDBG Implementation Handbook

ATTACHMENT 6-D: FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSES CONSTRUCTION CONTRACT SPECIFICATIONS (EO 11246)

(Applicable to construction contracts/sub-contracts exceeding \$10,000)

1. As used in these specifications: (41 CFR 60-4.3)
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or sub-contractors toward a goal in an approved Plan does not excuse any covered contractor's or sub-contractor's failure to take good faith effort to achieve the Plan goals and timetables.

The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas, where they do not have a federal or federally assisted construction contract, shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of

BCD CDBG Implementation Handbook

Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
5. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
6. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment, free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and what, if any, action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union, or if referred, not employed by the contractor, this shall be documented in the file with the reason along with whatever additional actions the contractor may have taken.
 - d) Provide immediate written notification to the Director when the union contractor has a collective bargaining agreement which has/has not referred a minority person or woman, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e) Develop training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.
 - f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the

BCD CDBG Implementation Handbook

policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does, or anticipates, doing business.
 - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one-month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for sub-contractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations [7 (a) through (p)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p). of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

BCD CDBG Implementation Handbook

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents that demonstrate the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.

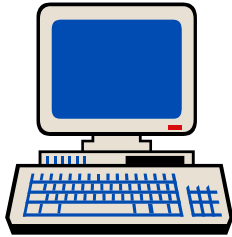
8. A single goal for minorities and a separate single goal for women must be established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
10. The contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
12. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR60-4.8.

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

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

BCD CDBG Implementation Handbook

ATTACHMENT 7-R: MBE/WBE/DBE WEB RESOURCES



Resources for outreach to, contracting with, and certified registration for Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) firms:

Department of Administration Certified Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Directory:

<https://wisdp.wi.gov/search.aspx>

City of Madison Targeted Business Enterprise Program Directories:

<http://www.cityofmadison.com/dcr/aaTBDi.cfm>

Department of Transportation
Disadvantaged Business Enterprise (DBE) Program

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

BCD CDBG Implementation Handbook

ATTACHMENT 7-B: DAVIS-BACON AND RELATED ACTS (DBRA)

- A. Force Account - Under most Davis-Bacon statutes, only employees of contractors or sub-contractors are subject to Davis-Bacon wage requirements. In some instances, rather than contracting or sub-contracting out construction work, a grant recipient performs the construction in-house, with its own "force account" employees. Such force account work is not subject to Davis-Bacon wage requirements under statutes that cover only employees of contractors and sub-contractors. Furthermore, the USDOL does not consider a state or local government to be a contractor, even if it enters into a contract to perform construction work (see 29 CFR Section 5.2(h)). However, under the Housing and Community Development Act of 1974, a private firm that receives federal assistance funds indirectly from a recipient pursuant to a written procurement contract of sub-grant agreement that provides for the performance of construction work is considered a contractor or sub-contractor, and the force account exception **does not** apply to construction activity performed by employees of such a firm.

Laborers and mechanics employed by a local or state agency PHA (Public Housing Authority only), even though not employed by a contractor, are subject to Davis-Bacon when performing development work financed by the U.S. Housing Act of 1937, as amended. Davis-Bacon federal wage requirements are not applicable where such employees are used in work defined as major repairs (deferred maintenance) pursuant to 24 CFR 868.3 and 868.9(h), which constitute project operation rather than development.

- B. Compliance and Certification Parameters - HUD policy clearly affords federal wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole proprietors, partners, corporate officers, or others. Laborers and mechanics may not certify to the payment of their own federal wages except where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.

Accordingly, HUD and program participants responsible for labor standards administration and enforcement **may not** accept certified payrolls reporting single or multiple owners (e.g., partners) are certifying that they have paid to themselves the prevailing wage for their craft. A sole proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Nor may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or sub-contractor for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one-half) for all hours worked in excess of 40 hours per week, pursuant to the CWHSSA, where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic and laborer must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics and laborers may fluctuate from week to week. However, the effective hourly wage rate may not be less than the minimum prevailing wage rate for the respective craft.

In any case, where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing wage rate on the wage determination for the craft.

BCD CDBG Implementation Handbook

- C. Business Owners Working with Their Crew - Owners of businesses working with their crew on the same HUD-assisted job site **may** certify to the payment of their own federal wages in conjunction with the prevailing wages paid to their employees. This exception to compliance standards **does not** suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner of his/her own wages as that certification **accompanies** the certification offered for payment of prevailing wages to his/her employees. On weekly payroll reports, include the owner's name, identifying him/her as "owner," and the daily and total hours worked on the covered project for the week. Omit the Rate of Pay and Amount Earned.
- D. Owner-operators of Power Equipment - Frequently, owner-operators of power equipment (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly labor salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator. **Note:** Owner-operators of power equipment, like self-employed mechanics, **may not** submit their own payrolls certifying to the payment of their own wage **but** must be carried on the responsible contractor's certified payroll report. Include the name, work classification, and actual hours worked. Upon completion of the contract, verify the pay by taking the amount paid to the sub-contractor (documented with copies of all invoices identified for this job) and divide by the hours reported on the certified payrolls. Compare the actual hourly wage rate with the rate in the Wage Determination. If the actual hourly wage is less than the Davis-Bacon Wage Rate, collect and disburse the wage underpayments.
- E. "Owner Operator" Truck Drivers - A USDOL administration policy excludes bona fide owner-operators of trucks who are independent contractors from Davis-Bacon/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" can certify to their own weekly payrolls **but** the payrolls do not need to show the hours worked or rates allegedly paid - only the notation "Owner-operator." **Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to Davis-Bacon/CWHSSA provisions in the usual manner.

This policy **does not** pertain to owner-operator of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in the paragraph titled "Owner-operators of Power Equipment," above).

"Contractor's" Truck Drivers Based on the decision made in the Midway Excavating trial, (Building and Construction Trades Department, AFL-CIO vs. USDOL Wage Appeals Board "Midway") truck drivers employed by contractors are only covered by federal wage requirements when they are performing labor on the site of the work. (e.g. if the UGLG is building a highway and the truck driver is loading, unloading, spreading, or driving back and forth on the site, then the truck driver is covered). Hauling materials to or from the site, if not performed on the site, is not covered time. HUD has advised that they currently believe unloaded are likewise not covered.

- F. Determining Proper Classification for Various Work - Questions as to the proper classification of a laborer or mechanic for various types of work are resolved by making an area-practice determination. In determining the proper classification for work performed on a project, it is immaterial whether the contractor is union or nonunion.

On projects where the federal wage rate for the classifications in question within the applicable wage determination is based on negotiated rates, the prevailing practice concerning work performed in those classifications is to follow the practice observed on projects built by contractors who are a signatory to the collective bargaining agreements. Therefore, unless there is a jurisdictional dispute between the crafts, the duties ascribed to any job classification will be the same as those outlined in the appropriate collective bargaining agreements. If the collective

BCD CDBG Implementation Handbook

bargaining agreements are silent on this issue, the local unions involved must be consulted. Conversely, in areas where open shop (non-union) rates are determined to prevail for the classifications in question, those prevailing job practices followed on projects by open shop contractors in the same area become area practice.

- G. Helpers - The **classification of Helper in any trade will be very difficult to have approved by the USDOL**. If the contractor wants to pursue a helper classification through the USDOL, they should contact the Labor Standards Specialist at DOA.
- H. Relatives - There are no exceptions made in the enforcement of Davis-Bacon on the basis of family relationship for relatives who are performing the work of laborers or mechanics. They **must be paid the federal wage rate for the classification of work performed and be included on the certified payrolls**.
- I. Volunteers - HUD allows for the waiver of Davis-Bacon wage rates for volunteers that are **not otherwise employed** at any time of the work for which the individual volunteers. Contact DOA's Labor Standards Specialist for more details if the community plans on using volunteers on the construction site.
- J. Job Corps Workers - USDOL staff in Washington, DC has informed HUD staff that Job Corps workers are not exempt from Davis-Bacon wage when they are working on a job subject to the Davis-Bacon Act.
- K. Employees of a Governmental Body - The USDOL has taken the position that the prevailing wage requirements does not apply to employees of a state or political subdivision of a state, but shall apply to employees of a private contractor who is sub-contractor of the state or political subdivision. This rule does not apply to the Public Housing Authority (PHA) employees under the U.S. Housing Act of 1937 (see paragraph A. in this section). **Employees of utilities are exempt providing they are only extending existing service to the property.**
- L. Employees Performing Work in More than One Classification - (Split Classification) if the UGLG/contractor has employees who perform work in more than one trade during a work week, it can pay the wage rates specified for each work classification in which work was performed **only** if maintaining accurate time records showing the amount of time spent in each classification. If the UGLG does not maintain accurate time records, it must pay these employees the highest wage rate of all the classifications of work performed. **Work, which is normally performed as part of the mechanic's craft, is not separable.**
- M. Laborers and Mechanics – Definition - The terms "laborers" and "mechanics" are construed to include at least those workers whose duties are manual or physical in nature as distinguished from mental or managerial. Since the classifications of laborers and mechanics to who specified wage rates are payable are identified in the Davis-Bacon wage rate, there is ordinarily no need to distinguish between laborers and mechanics. However, **mechanics are generally considered to include any worker who uses tools, or who is performing the work of a trade.**
- N. Precutting of Parts and Prefabrication of Assemblies - The precutting of parts and/or the prefabrication of assemblies are not covered unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to supply the needs of the project.
- O. Supply and Installation Contracts - The manufacturing or furnishing of materials, articles, supplies, or equipment is not subject to prevailing wages unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to meet the needs of the project.
- P. Start of Construction - "Start of Construction," as that term is used in connection with labor standards and prevailing wage requirements, means the beginning of initial site clearance and preparation, provided those activities are pursued diligently and are followed without appreciable delay by other construction activity.
- Q. Site of Work - The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and to other adjacent or

BCD CDBG Implementation Handbook

nearby property used by the contractor in such construction which can reasonably be said to be included in the “site” because of proximity. **Operations of a commercial or material supplier established in the proximity of but not on the active site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the federal project for a time.**

- R. Fringe Benefits – Funded Plans - A contractor may credit contributions for “bona fide” fringe benefits regardless of whether the USDOL has found the particular benefits to be prevailing in the area. Such fringe benefits must be “bona fide.” Ordinarily, bona fide benefits are those common to the construction industry and are paid directly to the employee in cash or into a fund, plan, or program on the employee’s behalf. Contractors may take credit for contributions made under such conventional plans without requesting approval of the USDOL.
- S. Fringe Benefits – Unfunded Plans - Where fringe benefit plans are not of the conventional type, it will be necessary for the USDOL to determine if the benefits are “bona fide.” **Contractors seeking approval of unfunded plans must obtain approval from the USDOL.** Contact DOA for more details.
- T. Fringe Benefits – General
 - 1. Contributions to funded plans must be made at least quarterly.
 - 2. When the cash paid and the per-hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference must be paid to the employee in cash.
 - 3. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.
 - 4. Employees who are excluded from funded plans for whatever reason must be paid fringe benefits in cash.
 - 5. **Note:** Vacation and sick leave plans are generally unfunded, paid from the contractor’s own account, and require USDOL approval before a contractor takes credit toward meeting the fringe benefit obligation.
 - 6. In determining the cash equivalent credit for fringe benefits payments, the period of time to be used is the period covered by the contribution. For example, if an employer contributes to a plan on a weekly basis, the total hours worked each week (federal and nonfederal) by each employee should be divided into the contribution made by the employer.
 - 7. Acceptable fringe benefits include the following: medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from occupational activity; or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, defrayment of cost of apprenticeship or other similar programs, or other bona fide fringe benefits; but only where the contractor to sub-contractor is not required by other federal, state, or local law to provide any of such benefits. The Act excludes fringe benefits that a contractor or sub-contractor is obligated to provide under other federal, state, or local law. No credit may be taken for such benefits. For example, payment for workmen’s compensation insurance under either a compulsory or elective state statute is not considered payments for fringe benefits under the Act. Payments made for travel, subsistence, or to industry promotion funds are not normally payments for fringe benefits under the Act.

No type of fringe benefits is eligible for consideration as a so-call unfunded plan unless:

- a. It could be reasonably anticipated to provide benefits described in the act;
- b. It represents a commitment that can be legally enforced;
- c. It is carried out under a financially responsible plan or program; and

BCD CDBG Implementation Handbook

- d. The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected.

U. Summer Youth Employment - Youth who are bona fide students and part of a bona fide "youth opportunity program" may be employed on Davis-Bacon projects on a temporary basis during the summer months and paid below the predetermined Davis-Bacon rates. USDOL All Agency Memoranda #71 and #96 provide policy guidance in this area. HUD requires that the following stipulations be met before summer youth may be employed at less than Davis-Bacon rates:

1. Where collective bargaining agreements representing workers performing similar or related activities at the worksite to which youth are out stationed exists, the union or unions representing those workers must provide concurrence as to the design of the employment project and the use of the youth;
2. Such employment must be provided in accord with statutory safety and minimum wage requirements (both state and federal);
3. Competent supervision must be provided to all youth employment on the project worksites. Ratios of youth to such supervisors should be no greater than four-to-one.

In order to ensure that the administration of summer youth employment complies with USDOL policies and regulations, request for exceptions to the application of Davis-Bacon must be made to the HUD Field Office Labor Relations Staff who will advise the requesting contractor of its decision. The specific provisions of the agreement (between management and labor) or the plan of employment must be submitted to the Department of Labor, Wage and Hour and Public Contracts Division, for enforcement purposes. The HUD Field Office Labor Relations Staff will send such plans to the Headquarters Office of Labor Relations.

V. Non-Covered Job Classifications - Workers performing the normal duties of the following job classifications are not subject to Davis-Bacon federal wage requirements:

1. Project Superintendent.
2. Project Engineer.
3. Project Foreman, as distinguished from a working foreman (working foremen, who devote more than 20 percent of their time during the workweek to mechanic or laborer duties, are laborers and mechanics for the time spent and must be paid the applicable rate for the hours so worked).
4. Watchman.
5. Water Carrier.
6. Messenger, Clerical Workers.

Financing of Construction Work – CDBG - Laborers and mechanics employed by contractors and sub-contractors on construction work financed in whole or in part with Title I assistance are subject to Davis-Bacon wage rates under Section 110 of Title I. To the extent that Part 570 requires broader Davis-Bacon coverage, e.g., on construction work "assisted" under that Part, the regulations shall govern unless an individual waiver is requested and granted by the Assistant Secretary for Community Planning and Development. The use of Title I funds for any of the following items is an example of financing construction work, and Davis-Bacon wage rates shall apply to all construction work performed on the building or property in question: construction loans or grants; payment for construction materials; payment of interest (or part of the interest) on a construction loan; payment of construction loan origination fees; provisions of a Title I funded permanent loan, mortgage or grant on a structure constructed with a private construction loan when the parties contemplate such ultimate Title I financing at the time of construction; Title I funded "collateral" or "default" accounts established with the lending bank which receive no interest or less than the interest payable on demand accounts. Questions as to whether a use of Title I funds constitutes financing of construction work shall be referred to HUD headquarters for determination.

BCD CDBG Implementation Handbook

- W. Technical/Maintenance Wage Rates – Public Housing - Section 12 of the U.S. Housing Act of 1937 requires that wages prevailing in the locality shall be paid to all architects, technical engineers, draftsmen, and technicians employed in the development, and all maintenance laborers and mechanics employed in the operation of the project. Such wages are determined or adopted by HUD.
- X. Payment of Low- and Moderate-Income (LMI) assessments - In some projects federal funds are used to pay special assessments of LMI households, where those assessments are for the purpose of paying for a public improvement. This use of federal funds invokes the Federal Labor Standards Provisions and makes the construction subject to Davis-Bacon wage rates.
- Y. Piecework - Roofers and dry-wall hangers are sometimes paid by piecework. Piecework is work paid for at a fixed rate (piece rate) per piece of work done.

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 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 subparagraph (1) of this paragraph.

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

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

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

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

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

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