

NOTICE TO BIDDERS

The project for which you are bidding is being funded, in part, with Federal Community Development Block Grant funds. This notice is to inform you that Federal Labor Standards under the Davis-Bacon Act are applicable to this project.

Attached please find U.S. Department of Housing and Urban Development (HUD) form 4010 which explains the applicable Federal Labor Standards Provisions. Also attached is a copy of the current prevailing wages which are to be paid to employees who shall be working on this project.

As a requirement of your bid, you must submit, with your bid, an executed copy of "Compliance with Federal labor Standards". Only bids containing this form can be considered for award.

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INSTRUCTIONS TO BIDDERS

1. City of Spring Lake Park shall be termed "Owner".
2. The City of Spring Lake Park shall represent and act for the Owner in all matters pertaining to this proposal and contract in conjunction therewith. The Owner reserves the right to reject any or all proposals and to disregard any informality on the bids and bidding, when in its opinion the best interests of the owner will be served by such action. Specific questions regarding these specifications should be directed to
(Name/Address/Phone Number of persons at agency to contact)
Kay Okey, Director of Parks and Recreation
1301 81st Ave NE
Spring Lake Park, MN 55432
(763) 792-7232 kokey@slpmn.org

3. **PROPOSAL REQUIREMENTS**

- A. The proposal for the work being bid must be submitted on the Proposal Form furnished by the Owner, enclosed in a sealed opaque envelope, and marked and addressed as follows:

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROPOSAL FOR: Project B: Able Park Playground Replacement and
Installation**

- B. The contractors are to show the name and address of the bidding firm in the upper left hand corner of the envelope.
- C. One copy of each bid must be submitted in the prescribed form with all blank spaces for bid prices filled in ink or typewritten. The forms which are noted with asterisks on the Summary of Contents **must** be completed and signed.
- D. The proposal shall not contain any qualifications or recapitulations of the work to be done.
- E. No bidder may withdraw within 60 days after the actual date of the opening thereof. Where this contract must be approved by another agency, such as the Federal Government, or State of Illinois, the bid shall not with withdrawn, canceled or modified for a period of ninety (90) days after the actual date of the opening thereof.
- F. If the Bidder fails or refuses to execute and deliver the Contract and bonds required within 13 calendar days after he has received notice of the acceptance of his bid, the notice of acceptance shall become void.

INSTRUCTIONS TO BIDDERS -

4. METHOD OF BIDDING

A. **ALL BLANKS ON THE PROPOSAL FORM, INCLUDING THOSE FOR ALTERNATES, MUST BE FILLED IN.** If the Bidder intends **no change** in price for performance on an Alternate, he should bill the blank space with the words "**NO CHANGE**". If the Bidder intends a **deduction** in price for the performance of an alternate, he should fill in the blank space with the amount to be deducted from the base bid in the column labeled "**DEDUCT**". If the Bidder intends an **addition** in price for performance on an Alternate, he should fill in the blank space with the amount to be added to the base bid in the column labeled "**ADD**". **Bidders must bid on all alternates.** Alternates which are accepted will be included in the Contracts.

5. SIGNING OF PROPOSALS

- A. Proposals which are signed for a partnership should be signed in firm name by all partners, or in firm name by Attorney-in-Fact. If signed by Attorney-in-Fact, there should be attached to proposal a Power of Attorney evidencing authority to sign bid, dated same date as proposal and executed by all partners of the firm.
- B. Proposals which are signed for a corporation should have correct corporate name thereon and signature of authorized officer of corporation manually written below corporate name following words "By _____" and title of office held by person signing for corporation shall appear below signature of officer.
- C. Proposals which are signed by an individual doing business under a fictitious name should be signed in name of the individual as "Doing business as _____".
- D. The name of each person signing the proposal **shall be typed or printed** below their signature.

6. SUBMISSION OF BID

- A. Proposals will be received in the office of Owner where they will be time-stamped upon arrival. Proposals must arrive at the Spring Lake Park City Hall, 1301 81st Ave NE, Spring Lake Park, MN 55432 before 2:40pm on Wednesday, February 14th, 2024.
- B. **ANY BIDS RECEIVED AFTER TIME AND DATE SPECIFIED FOR THE RECEIPT OF BIDS WILL BE RETURNED TO THE BIDDER UNOPENED.**
- C. The City of Spring Lake Park and Owner's agent will not be responsible in any way for delivery time of bids by the U.S. Postal Service or other delivery services.

INSTRUCTIONS TO BIDDERS -

- D. Proposals will be publicly opened by the Owner on the date specified for the receipt of bids at the office at the above address.
- E. Any Bidder may withdraw his bid by letter or with proper identification by personally security his bid proposal at any time prior to the time stated for the receipt of bids. No telephone request for withdrawal of bids will be honored.

7. TRADE NAMES

- A. Any reference in these specifications to manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive and only to indicate to the prospective bidder, articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states exactly what he/she proposes to furnish. Unless so stated on proposal, it shall be understood that bidder intends to furnish item identified and does not propose to furnish an "equal".
- B. The Owner hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specifications requirements but which may comply substantially therewith.

8. SUBCONTRACT

The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise between a Contractor and any person (in which the parties do not stand in the relationship of an employer or an employee).

- A. For the furnishing of supplies of services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one of more Contracts.
- B. Under which any portion of the contractor's obligation under any one or more Contracts is performed, undertaken or assumed.

9. SUBCONTRACTORS

- A. The Bidder is specifically advised that any person, firm or party, to whom it is proposed to award a Subcontract under this contract:

INSTRUCTIONS TO BIDDERS -

1. Must be acceptable to the Owner, and must submit from each proposed Subcontractor a Certificate of Equal Employment Opportunity for subcontracts of over \$10,000 and all Federal Labor Standards documentation described and distributed at the preconstruction conference.
 2. Approval for the proposed Subcontract Award cannot be given by the Owner unless and until the proposed Subcontractor has submitted the certification and/or the evidence showing that it has fully complied with any reporting requirements to which it is or was subject.
- B. Although the Bidder is not required to attach such certifications by proposed Subcontractors to his bid, the Bidder is advised of this requirement so that appropriate action can be taken to prevent subsequent delay in Subcontract Awards.
- C. The contracts shall, **within 10 days** after the award of the Contract, submit to the Owner in writing, on the forms provided by the Owner, the names and addresses and respective amount of money of Subcontractors and major suppliers proposed for the principal parts of the work and for such others as Owner may direct and shall not employ any that are not acceptable as provided above.
- D. The Contractor must submit to the City of Spring Lake Park a copy of each and every contract entered into with a subcontractor and a copy of all inspection tickets.

10. **QUALIFICATIONS OF BIDDERS**

- A. All Bidders must be qualified in accordance with the instructions, procedures and methods set forth in the "Instructions to Bidders".
- B. In awarding Contract, Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of Bidder, amount of work being carried on by Bidder, quality and efficiency of construction equipment proposed to be furnished and delivered, period of time within which proposed equipment is furnished and delivered, necessity of prompt and efficient completion of work herein described. Inability of a Bidder to meet requirements mentioned above may be cause for rejection of his bid. In addition, if the project covered by this contract is a minority set-aside project, the contractor's qualifications as a minority firm will determine the eligibility of the contractor to bid.
- C. The bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Owner of performance ability and possession of necessary facilities, equipment, financial resources and adequate insurance to comply with the term of these specifications and contract documents.

INSTRUCTIONS TO BIDDERS -

- D. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the Owner upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.
- E. Bidders shall understand that the payment for this work will be from Community Development Block Grant funds of the U.S. Department of Housing and Urban Development and that there shall be full compliance of the requirements of said Department, including Federal Labor Standards Provisions. The following documents are included in the specifications for this purpose:
 - 1. Federal Labor Standards Provisions
 - 2. Certification of Bidder regarding equal opportunity employment
 - 3. Federal minimum hourly labor wage rates and modifications

11. **LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

12. **CATALOGS**

Each Bidder shall submit in **DUPLICATE** where necessary, or when requested by Owner, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished.

13. **EQUAL OPPORTUNITY EMPLOYMENT**

In the event of the Contractor's non-compliance with any provision of the Equal Opportunity Employment Clauses (Sections C and D of this documents), the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contract, the contractor may be declared non-responsible and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute and/or Regulation.

14. **POWER OF ATTORNEY**

Attorney-in-Fact who signs any and all of the bond or contract bonds submitted with this proposal must file with each bond a certified and effectively dated copy of their Power of Attorney. These dates should be the same as/or after the date of contract.

INSTRUCTIONS TO BIDDERS -

15. **CONTRACT PERIOD**

Bidder must agree to commence work on or before a date to be specified in the written Contract with the Owner and to fully complete the project within the number of consecutive calendar days hereafter mutually agreed upon.

Equipment should be ordered within 10 days of contract to ensure delivery by June 15, 2024. Invoices must be sent to owner prior to April 1st, 2024 for 51% of the cost.

Installation of playground structure and surfacing at Able Park to be completed no later than August 14, 2024.

16. **PERMITS AND FEES**

All Bidders awarded Contracts shall secure and pay for any licenses and building permits required by the City of Spring Lake Park.

17. **PRE-CONSTRUCTION MEETING**

A pre-construction meeting will be scheduled for the successful Contractor at a date immediately following awarding of Contracts.

18. **COORDINATION OF EXISTING SITE WITH DRAWINGS**

- A. Before submitting a proposal, Bidders should carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all existing conditions and limitations.
- B. Should a Bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, he should at once notify the Owner in writing, who will issue necessary instructions to all Bidders in the form of an Addendum.

19. **MATERIAL STORAGE**

Storage of materials is to be confined to areas designated by the City. The contractor will assume all risk and liability associated with the storage of material/equipment at on-site locations.

- 1. Equipment which is delivered in advance of the installation week can be stored on site at City Hall, 1301 81st Ave NE, Spring Lake Park, MN in designated area. Playground equipment supplier will be responsible for equipment and insurance of equipment stored at the City Hall facility.
- 2.

20. **INTERPRETATION OF CONTRACT DOCUMENTS**

- A. Any Bidder in doubt as to the true meaning of any part of the specifications or other contract documents may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Owner. A copy of such addendum will be mailed to all prospective bidders. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued. Oral explanations will not be binding.
- B. It is understood and agreed that the unit quantities given in these specifications are approximate only, and the contractor shall verify these quantities before bidding as no claim shall be made against Owner on account of any excess or deficiency in the same.

21. **CHANGES IN THE WORK**

- A. The Owner reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. No change shall be made unless a written order is issued by the City stating that the City has authorized the change, and no claim for an addition to the contract shall be valid unless so ordered.
- C. If such changes diminish the quantity of work to be done they shall not constitute a claim for damage or anticipated profits on the work, such increase shall be paid in or more of the following ways:
 - 1. By estimate and acceptance in lump sum.
 - 2. By unit prices names in the contract or subsequently agreed upon.

22. **DEDUCTIONS FOR UNCORRECTED WORK**

If the Owner deems it inexpedient to correct work damaged or not done in accordance with the contract, the difference in value, together with a fair allowance for damage shall be deducted from the contract amount due. The value of such deduction shall be determined by the City.

INSTRUCTIONS TO BIDDERS

23. **DISPUTES**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after hearing by the Owner, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Director shall be final and binding.

24. **COMPETENCY OF BIDDER**

- A. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Owner upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Owner, or had failed to perform faithfully any previous contract with the City, or has been debarred from work on federally funded projects.
- B. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Owner of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

24. **PROTECTION AND SAFEGUARDS**

- A. Unless otherwise specified, the contractor, as a part of this contract, shall provide, erect and maintain temporary roads, fences, bracing, lights, warning signs, barricades, etc., necessary for the protection of the construction materials, adjacent property and the public.
- B. The contractor shall contact all utilities which will be affected by his operations and notify the owners of the utilities of his operations and their limits within forty-eight (48) hours prior to beginning construction. The contractor shall be responsible for damage to utilities and shall, at his own expense, restore such property to a condition equal to that which existed before his work, as may be directed by the owners.
- C. The contractor shall protect all work and unused materials of this contract from any and all damage and shall be solely responsible for the condition of such work and materials.

INSTRUCTIONS TO BIDDERS

25. **PAYMENT**

Payment shall be made to the Contractor by Owner by check. Payment will be contingent upon receipt and approval of all documentation and weekly payroll reports required by the federal Davis Bacon Act. No partial payment will be made unless a partial waiver of lien for the preceding payment is submitted. Before receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service and materials have been paid and that there are no suits or other action pending in connection with the work done or labor and materials furnished under the Contract.

25. **USE OF PREMISES**

The Contractor shall confine his apparatus, the storage of materials and the operations on his workers, to limits indicated by law, ordinances, permits or directions of the Owner.

26. **CLEANING UP**

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his employees or work and at the completion of the work he shall remove all his rubbish, tools, and surplus materials from the premises, leaving the area in a neat and workmanlike condition. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

27. **RESTORATION OF SITE**

- A. Prior to final payment, contractor shall fully restore all property disturbed or damaged during the course of this work. This includes, but is not limited to public property (walks, curbs, roadways, trees, etc.) private property, utilities. This shall also include removal of temporary facilities erected during the course of this contract and restoration of these areas.
- B. All restoration work shall be subject to the approval of Owner and shall restore the property to a condition at least equal to that existing prior to the start of this contract.
- C. All restoration work shall be accomplished at the sole expense of the Contractor.

INSTRUCTIONS TO BIDDERS

28. CONTRACTOR'S LIABILITY INSURANCE

- A. **THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL HE/SHE HAS OBTAINED ALL INSURANCE REQUIRED HEREIN AND SUCH INSURANCE HAS BEEN APPROVED BY OWNER AND THE CITY'S CLAIMS/LOSS PREVENTION MANAGER. Nor shall the contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.**
- B. The contractor shall furnish two (2) copies of certificates, to owner and the City of Spring Lake Park, named as an additional insured, showing the following minimum coverage in an insurance company acceptable to Owner and the City's Claims/Loss Prevention Manager.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>			
	<u>Consequent Death</u>	<u>Property Damage</u>		
Thirty-day notice of cancellation required on all certificates	<u>Per Person</u>	<u>Each Occurrence</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
General Liability including:	\$1,000,000	\$500,000	\$500,000	
1. Comprehensive form				
2. Premises - Operations				
3. Explosion and Collapse Hazard				
4. Underground Hazard				
5. Products/Completed Operations Hazard				
6. Contractual Insurance - with an endorsement on the face of the certificate that it includes the "Indemnity" in				
7. Broad Form Property Damage - construction projects only.				
8. Independent contractors				
9. <u>Personal Injury</u>				
Automobile Liability				
Owned, Non-owned or Rented	\$200,000	\$500,000	\$100,000	No Limit
Workmen's compensation and Occupational Diseases	As required by applicable laws.			
Employer's Liability	\$100,000			

- C. In the event of accidents of any kind, the contractor shall furnish Owner and the City's Claims/Loss Prevention Manager with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

INSTRUCTIONS TO BIDDERS

29. **INDEMNITY**

- A. Contractor's insurance company shall insure the following indemnity agreement, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

"The Contractor shall indemnify, protect and save harmless Owner and the City of Spring Lake Park, their agents, officials and employees, against all injuries, deaths, loss damages, claims, patent claims, suits, judgments, costs and expenses which may in anywise accrue against the owner and the City in consequent of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through the negligent act or omission of the Contractor or his employees, of the sub-contractor or his employees, if any, or of the Owner and the City or its employees; and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Owner and the City in any such act, the Contractor shall, at his own expense, satisfy and discharge same."

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity agreement, the indemnity agreement shall govern.

- B. The Contractor shall not commence work herein until he has obtained the required insurance and has received written approval of such insurance by Owner. The Contractor shall furnish a certified copy of the policy(s) to Owner and the City. The Policy(s) shall provide, in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until thirty (30) days after the City has received written notice from the insurance company(s). Such notice shall be mailed to the City in care of the Law Department, 2100 Ridge Avenue, Spring Lake Park, Illinois 60201. An insurance company having less than a B+ Policyholders Rating by the Alfred M. Best and Company, Inc. will not be considered acceptable.

30. **LIENS**

Neither the final payment nor any part of the retained percentages, shall become due until the contractor, if required, delivers to Owner, a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the contractor shall refund to owner and the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

INSTRUCTIONS TO BIDDERS

31. **EXTENSION OF TIME**

Delays due to causes beyond the control of the Contractor other than such as reasonably would be expected to occur in connection with or during the performance of the work, may entitle the contractor to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however, unless the Contractor shall notify the Owner in writing thereof, within ten (10) days from the initiation of the delay and unless he shall, within ten (10) days after the expiration of the delay, notify the Owner in writing of the extension of time claimed on account thereof and then only to the extent, if any, allowed by the Owner.

32. **OWNER'S RIGHT TO TERMINATE CONTRACT**

A. If the Contractor shall be adjudged bankrupt; make a general assignment for the benefit of creditors; abandon or neglect the work; fail to make prompt payment to subcontractors, or for materials or labor; persistently disregard laws, ordinances or instructions of Owner; willfully violate, execute carelessly, or in bad faith any provisions of the contract; or if a receiver should be appointed on account of Contractor's insolvency; or if the Owner is convinced that the work is unreasonably delayed, the Owner shall be entitled to terminate this contract, without prejudice to any other right or remedy, after giving the Contractor seven (7) days written notice.

B. In the event of termination, the Owner shall be entitled to complete the work itself or by others. To this end, the Owner shall be entitled to take possession of and use the premises and any equipment and/or materials thereon. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess, less damages caused by delay, shall be paid to the contractor. If such expense exceeds unpaid balance; the Contractor shall pay the difference to the Owner.

C. In the event of any emergency or threat to life, safety or welfare, the Owner shall have the right to terminate this contract without prior written notice.

33. **GUARANTEE**

A. Contractor warrants that all goods and services furnished to the Purchaser, Owner, shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the Owner shall be merchantable and fit for the Owner's described purposes, and that no governmental law, regulation, order or rule has been violated in the manufacture or sale of such goods.

B. The Contractor warrants all equipment furnished to be in acceptable condition and operate satisfactorily for a period of one (1) year from delivery unless stated otherwise in the Specifications, completion of installation or operation, as the case

INSTRUCTIONS TO BIDDERS

may be, whichever is the latest; with normal usage; and that if defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace or repair at Owner's discretion immediately, such equipment and/or parts that are defective at no additional cost to the Owner.

- C. Contractor warrants to the Owner that each item furnished hereunder and any component part thereof will be in conformity with the specifications in all respects, new, unless otherwise specified, of the best quality of its respective kind, free from faulty workmanship, materials or design (except to the extent furnished by Purchaser or its Customer) and as installed sufficient to fulfill any operating conditions specified by Purchaser.
- D. Contractor shall repair or replace any item or component part thereof found not be in conformity with the preceding paragraph provided Purchaser notified Seller of such nonconformity within one (1) year after use or within eighteen (18) months after delivery, whichever first occurs. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, Purchaser may undertake of complete such replacement or repair for Seller's account.

BID FORM

1. Proposal of: Project B: Able Park Playground Replacement and Installation
8200 Able St
Spring Lake Park, MN 55432

for the improvement, designated in Paragraph 2 below, by the construction of: Able Park Playground Replacement Project. The fee proposal for the project will include all costs associated with the project, including all equipment, structures, delivery, installation, construction permits, taxes and service charges. This project is being partially funded by Community Development Block Grant (CDBG) funds and is subject to all related project guidelines criteria (Attachment A) including but not limited to Davis-Bacon prevailing wages and the appropriate documentation. Each firm is requested to provide the maximum amount of play activities for that fee.

2. This project is to provide playground equipment to be used in the existing playground at Able Park, as well as to provide and install pour in place surfacing and engineered wood fiber. The plans for the proposed improvement are those prepared by: MN WI Playground

3. The undersigned declares that he will comply with the General Requirements and Covenants of the specifications contained herein.

4. The undersigned agrees to complete the work by August 14, 2024

5. GENERAL STATEMENTS:

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

BID FORM -

- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in make or accepting this proposal, in awarding the contract to him, and/or in the prosecution of the Work required thereunder.

- F. The undersigned agrees to comply with all regulations of the Community Development Block Grant program and other necessary federal and local regulations in regard to Equal Employment Opportunities, Affirmative Action and Fair Labor Standards and the Age Discrimination Act of 1975.

- G. To be considered a bona fide offer, this proposal must be completed in full.

PROJECT SPECIFICATIONS

Proposals shall include the following:

A. REMOVALS:

- 1. The City of Spring Lake Park Public Works staff will be responsible for the coordination and disposal of the equipment and materials tagged for removal per plan drawing.

B. CONTAINER:

- 1. The new playground equipment shall be installed within the existing container.

C. EQUIPMENT

- 1. Structure shall meet and comply with all current ADA Legislation and ASTM F1487.
- 2. Playground structure and swing set must meet the current requirements of the Americans with Disabilities Act and ASTM F1487.
- 3. All equipment must meet age related design criteria suitable for two (2) – twelve (12) year-olds and be IPEMA certified.
- 4. Playground structure and swing set must meet the current requirements of the Americans with Disabilities Act and ASTM F1487.
- 5. Site shall have signage information provided appropriate to the structure/area. If signage includes photos of individuals, the photo must include a diverse group of users.
- 6. All plastic and coating products must be UV and color stabilized to resist fading.
- 7. Supplier must be able to provide a tool kit for fasteners, parts manual (both hard copy and electronic) and touch up paint kit for all structure colors.
- 8. All parts must have a corrosion resistant finish and be capped on the top end.

Two (2) Belt Seats

Price: _____ \$ _____
(written) (numerical)

Tandem seat for adult and child with bucket seat for ages 2 years to 4 years.

Price: _____ \$ _____
(written) (numerical)

Adaptive molded seat ages 2-12 up to 125lbs

Price: _____ \$ _____
(written) (numerical)

D. SURFACING

ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY TO DELIVER AND INSTALL POURED IN PLACE SURFACING, FILTER FABRIC AND ENGINEERED FIBER PER DESIGN SPECS., INCLUDING GROUND PREP AND WASTE DISPOSAL.

1. POURED IN PLACE

50% standard color and 50% black for areas and fall heights as noted per manufacture specifications. Fall Heights on new equipment must meet CPSC guidelines, ASTM F1951 and ASTM F1292 standards, as well as be IPEMA certified.

Must include aggregate stone base 8.5-9.5", security, waste disposal.

Installation to be coordinated with playground structure installations.

868 sq ft.

a. Vendor Product Name: _____

b. Price: _____ \$ _____
(written) (numerical)

2. ENGINEERED WOOD FIBER

Engineered Wood Fiber at a 12' compressed depth – 198 cubic yards for 3998 sq ft. area including filter fabric and installation. Installed engineered wood fiber surface material to meet the requirements of ASTM 1951 for accessibility. Must meet fall height of element it is placed under.

3,998 sf ft

c. Vendor Product Name: _____

d. Price: _____ \$ _____
(written) (numerical)

3. FILTER FABRIC

e. Vendor Product Name: _____

f. Price: _____ \$ _____
(written) (numerical)

TOTAL AMOUNT OF BID PACKAGE: _____

E. SITE REVIEW

Aerial attachments included.

Consultants submitting quotes are encouraged to visit the site and should contact Kay Okey at 763-392-7232 or kokey@slpmn.org with questions.

E. INSTALLATION:

1. Installation of all equipment shall be per manufacturer specifications
2. Site restoration to original conditions or better if needed

F. REGULATORY COMPLIANCE

1. All equipment provided and all areas around and between equipment must comply with most current Consumer Product Safety Commission (CPSC) guidelines and The American Society for Testing and Material (ASTM), and Americans with Disabilities Act (ADA) standards. It is the responsibility of each bidder and manufacturer to be aware of these guidelines. Please list all deviations where you do not comply totally and explain each in detail when submitting the proposal. Equipment that requires labor intensive measures or modifications, after installation, such as the cutting of bolts, to bring equipment into conformance with CPSC, ASTM, or ADA will not be accepted. As recommended by CPSC, a project specific maintenance manual shall be provided at the end of the project.
 2. Playground structure must meet the current requirements of the Americans with Disabilities Act and ASTM F1487.
 3. All equipment must be IPEMA certified.
 4. All surfacing materials must meet current CPSC guidelines, ASTM F1951 and ASTM F1292 standards, as well as be IPEMA certified.
 5. Once installation is complete on all equipment, supplier must provide a formal safety audit of the installed equipment. Audit must document that equipment meets all current standards listed above. Final payment for structure, payment for base materials and installation will not be processed until after the safety audit inspection and document has been completed and delivered from a certified playground inspector.
 6. Supplier must invoice City for remainder by September 1, 2024
6. I/We the undersigned being thoroughly familiar with the site and other conditions affecting the work, hereby PROPOSE to perform and do all things necessary to complete the work bid upon herewith, in accordance with all the Contract Documents, namely: Addenda, as issued, General Conditions, Instructions to Bidders, Contractor’s Proposal, as accepted by the Owner, Advertisement for Bids, Performance Bond and/or Labor and Material Payment Bond, Drawing and Specifications dated: _____.

The undersigned acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>	<u>Addendum No.</u>	<u>Dated</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. ALTERNATES:

When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore slated Based Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

8. MATERIAL SUBSTITUTION SHEET:

The following is a schedule of substitute materials I/we propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I/we understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitutions below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. The undersigned submits herewith his schedule of prices covering the work to be performance under this contract.

SIGNATURE PAGE FOR BIDDERS

Fill in all information requested below for one of the following which describes your company.

IF INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

City and State of Residence: _____

Signature of Individual: _____

Doing Business under the firm name and style of: _____

Firm Name: _____

Official Address: _____

Telephone number: _____

IF AN INDIVIDUAL

City and State of Residence: _____

Signature of Individual: _____

Address of Individual: _____

Telephone Number: _____

IF A CORPORATION

Incorporated under laws of State of _____

Licensed to be business in Illinois (Check One) Yes ____ No

Name of Corporation: _____

By: _____ Name and Title of Officer)

Signature of Officer: _____

Official Address: _____

Telephone Number: _____

IF A PARTNERSHIP

Partner: Name, City, State: _____

Partner: Name, City, State: _____

Partner: Name, City, State: _____

Name of Partnership: _____

Signature of Partner(s): _____

Partner: _____

Partner: _____

Official Address: _____

_____ Telephone Number: _____

COMPLIANCE WITH FEDERAL STANDARDS

I, _____ do hereby acknowledge that I have received a copy of the Federal Labor Standards Provisions (HUD Form 4010) and attest that my attached work proposal for work at _____ has been made in accordance with these standards. I further acknowledge that I have received General Wage Determination Number _____ with _____ modification(s) dated _____, which contains the prevailing wage rates for this area as determined by the United States Government. I attest that my proposal reflects these prevailing wages for any wages I must pay to my employees for work done under this proposal. I also understand that all subcontractors who are part of my proposal are required to pay their employees the same prevailing wages, that they have been so informed by me and have adjusted their costs, if necessary, to reflect compliance with these standards.

I understand that the project for which I am submitting a bid is being assisted with federal funds, and should I be awarded the contract, I understand that these Federal Labor Standards are applicable and shall be enforced by the City of Spring Lake Park, the enforcement agency for the Community Development Block Grant program. I understand that my failure to abide by these standards may jeopardize funding for the project and result in cancellation of any contract which was made with my firm.

Bidding Firm

Name of Authorized Bidder (Type of Print)

Date

Signature of Bidder

NOTICE TO BIDDERS

Sealed Proposals will be received by City of Spring Lake at 1301 81st Ave NE, Spring Lake Park, MN 55432 until 2:40pm, Wednesday, February 14, 2024, and thereafter publicly opened and read.

The work consists of:

EQUIPMENT AND INSTALLATION: ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY TO DELIVER AND INSTALL THE FOLLOWING:

1. ONE PLAY EQUIPMENT UNIT FOR AGES 2-5-YEAR
2. FIVE (5) FREESTANDING AMENITIES TO INCLUDE BUT NOT LIMITED TO PLAY PANELS, FREE STANDING MUSICAL ELEMENTS, CLIMBING UNIT
3. SWING BAY(S) WITH TWO (2) BELT SEATS AND TWO (2) ADAPTIVE/UNIVERSAL SWINGS
4. ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY TO DELIVER AND INSTALL POURED IN PLACE SURFACING AND ENGINERED FIBER PER DESIGN SPECS. INCLUDING GROUND PREP AND WASTE DISPOSAL.

All bidders must be qualified in accordance with procedures and methods set forth in the “Instructions to Bidders” and adjoining specifications. This project is being funded by the City of Spring Lake Park’s Community Development Block Grant Program, a Federal entitlement grant authorized under Title I of the Housing and Community Development Act of 1974, as amended, and is therefore, subject to compliance with federal regulations issued pursuant to said Act. Furthermore, all interested bidders are notified that successful contractors and subcontracts must comply with Federal Labor Standards issued under Section 570.603 of the Code of Federal Regulations, which include the Davis-Bacon Minimum Wage Act, as amended, (40 U.S.C. 276a-276a-5) and the Contractor’s Work Hours ans Safety Standards Act (40 U.S.C. 217 et seq.); the equal opportunity provisions of Executive Order 11246, as amended; and all other federal laws and regulations issued pertaining to labor standards and as stated in the project specifications.

The successful bidder will be required to furnish a Performance and Labor and Materials Payment, Bond, Certificate of Insurance and Workman’s Compensation Coverage in the amounts specified in the Specifications, satisfactory to CITY OF SPRING LAKE PARK In a surety company authorized to d business in the State of Illinois covering the full amount this contract as well as specified liability insurance.

All bids must be made on the official Bid Documents and Proposal forms for the project, which include all divisions of the work and may be obtained at the following location:

1301 81ST AVE NE, SPRING LAKE PARK, MN Proposals may be withdrawn at any time prior to the opening of the bids, 2:40PM on FEB. 14, 2024, but no proposal may be withdrawn after the time of opening bids has passed.

The City of Spring Lake Park In accordance with the laws of the United (Name of Agency)

States, the State of Illinois and the City of Spring Lake Park, hereby notifies all bidders that it will affirmatively insure that the contract(s) entered into pursuant to this notice will be awarded to the lowest responsive and responsible bidder without discrimination on the grounds of race, color, national origin or disability.

City of Spring Lake Park reserves the right to reject any or all bids or to accept any proposals deemed most advantageous to the City of Spring Lake Park.

"General Decision Number: MN20230107 12/08/2023

Superseded General Decision Number: MN20220107

State: Minnesota

Construction Type: Building

County: Anoka County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
---	---

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
---	--

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

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

Modification Number	Publication Date
0	01/06/2023
1	04/14/2023
2	05/19/2023
3	06/16/2023
4	06/30/2023
5	08/11/2023
6	08/18/2023
7	09/08/2023
8	10/13/2023
9	10/27/2023
10	12/08/2023

ASBE0034-001 06/12/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.50	39.42

BOIL0647-008 04/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

BRMN0001-003 05/02/2022

	Rates	Fringes
BRICKLAYER.....	\$ 44.39	23.77

BRMN0001-018 05/02/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.67	22.04

TERRAZZO WORKER/SETTER.....	\$ 44.36	22.35
TILE FINISHER.....	\$ 33.24	22.08
TILE SETTER.....	\$ 40.47	26.49

 CARP0068-006 05/01/2023

	Rates	Fringes
LATHER.....	\$ 45.40	25.40

 CARP0068-010 05/02/2022

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.83	22.65

 CARP0322-017 05/01/2023

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Batt and Foam Installation, Drywall Hanging, Hardwood Floor Laying, Form Work, and Metal Roofing, and Excluding Soft Floor Layer).....	\$ 43.94	27.89

 CARP0548-003 05/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 40.14	33.42

 CARP1847-001 05/01/2023

	Rates	Fringes
PILEDRIVERMAN.....	\$ 43.53	27.91

 ELEC0292-006 07/01/2023

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring.....	\$ 52.00	32.80
Low Voltage Wiring Only.....	\$ 44.61	20.16

ENGI0049-013 05/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR

Bobcat/Skid Steer/Skid		
Loader.....	\$ 40.93	21.70
Bulldozer.....	\$ 40.93	21.70
Crane.....	\$ 42.35	21.70
Drill.....	\$ 40.93	21.70
Forklift.....	\$ 40.93	21.70
Oiler.....	\$ 38.30	21.70
Roller.....	\$ 40.93	21.70
Tractor.....	\$ 40.93	21.70

IRON0512-029 04/30/2023

Rates Fringes

IRONWORKER (Reinforcing and Structural).....	\$ 43.00	34.11
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LABO0563-058 05/01/2023

Rates Fringes

LABORER

Asbestos Abatement Removal from Ceilings, Floors and Walls.....	\$ 37.63	23.36
Blaster, Demolition.....	\$ 39.81	22.59
Bottom Person.....	\$ 38.50	22.39
Common or General.....	\$ 35.98	23.42
Concrete Saw (Handheld/Walk Behind).....	\$ 39.81	22.59
Driller.....	\$ 39.81	22.59
Fireproofers.....	\$ 39.81	22.59
Landscape.....	\$ 26.89	19.31
Mason Tender- Brick/Cement/Concrete.....	\$ 39.81	22.59
Pipelayers.....	\$ 40.50	22.39
Plaster Tender.....	\$ 40.22	23.56
Scaffold Builder.....	\$ 39.81	22.59
Top Person.....	\$ 38.90	23.49

PAIN0386-003 05/02/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 38.27	27.14

PAIN0386-008 05/02/2022

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 40.48	25.27
Spray.....	\$ 40.48	25.27

PAIN0880-002 06/01/2018

	Rates	Fringes
PAINTER (Sign Installer).....	\$ 29.05	14.77

PAIN1324-001 06/05/2023

	Rates	Fringes
GLAZIER.....	\$ 46.73	25.40

PLAS0265-001 06/05/2023

	Rates	Fringes
PLASTERER.....	\$ 38.87	28.99

PLAS0633-005 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.46	23.47

PLUM0015-013 05/01/2023

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe and Unit Installation).....	\$ 52.98	30.72

PLUM0539-019 05/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and		

Excludes HVAC Unit
Installation).....\$ 47.33 38.26

* ROOF0096-018 11/06/2023

 Rates Fringes
ROOFER.....\$ 43.70 22.90

SFMN0417-001 06/01/2023

 Rates Fringes
SPRINKLER FITTER (Fire
Sprinklers).....\$ 51.26 34.10

SHEE0010-039 05/01/2023

 Rates Fringes
SHEET METAL WORKER.....\$ 46.65 33.29

* UAVG-MN-0017 01/01/2023

 Rates Fringes
OPERATOR: Loader.....\$ 41.10 23.52

SUMN2015-042 06/22/2018

 Rates Fringes
HVAC MECHANIC: HVAC UNIT
INSTALLATION.....\$ 34.61 19.42

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 30.88 15.11

TRUCK DRIVER: Dump Truck.....\$ 23.43 12.33

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

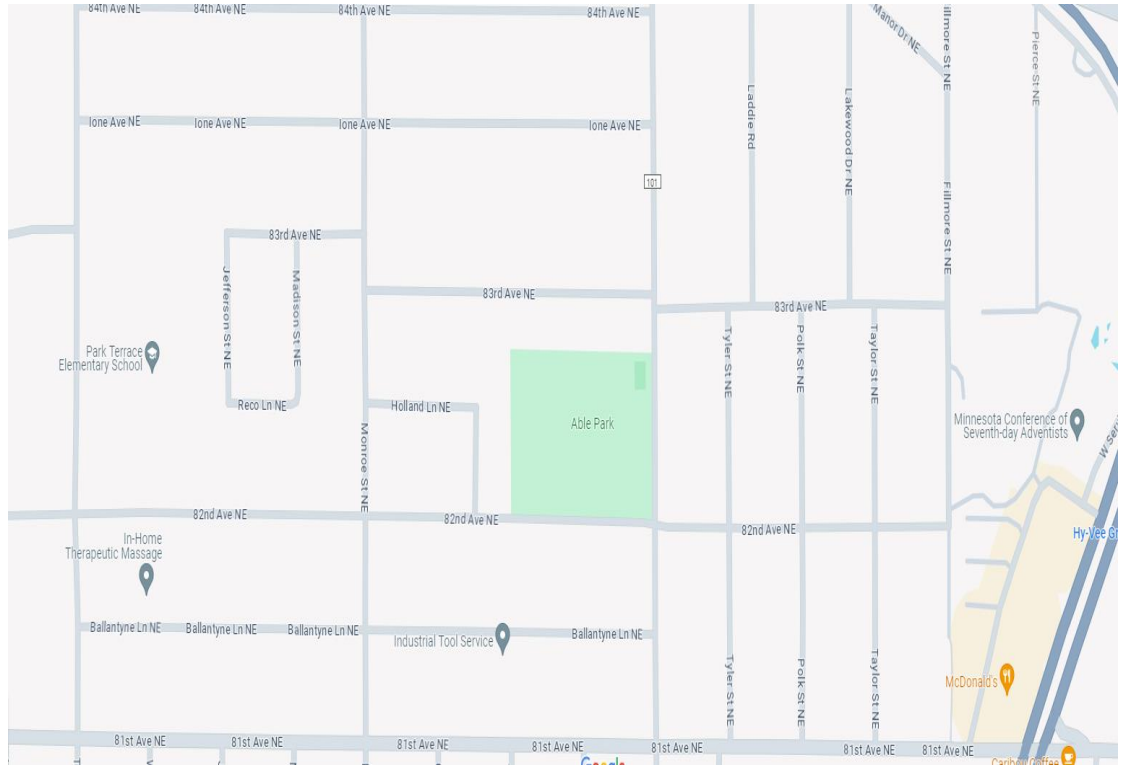
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION

ATTACHMENTS

Location Map





Able Park
 Parks Master Plan
 WSB No. 017592-000

Able Park Aerial

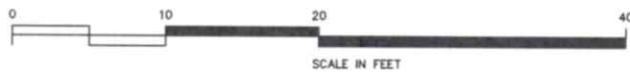
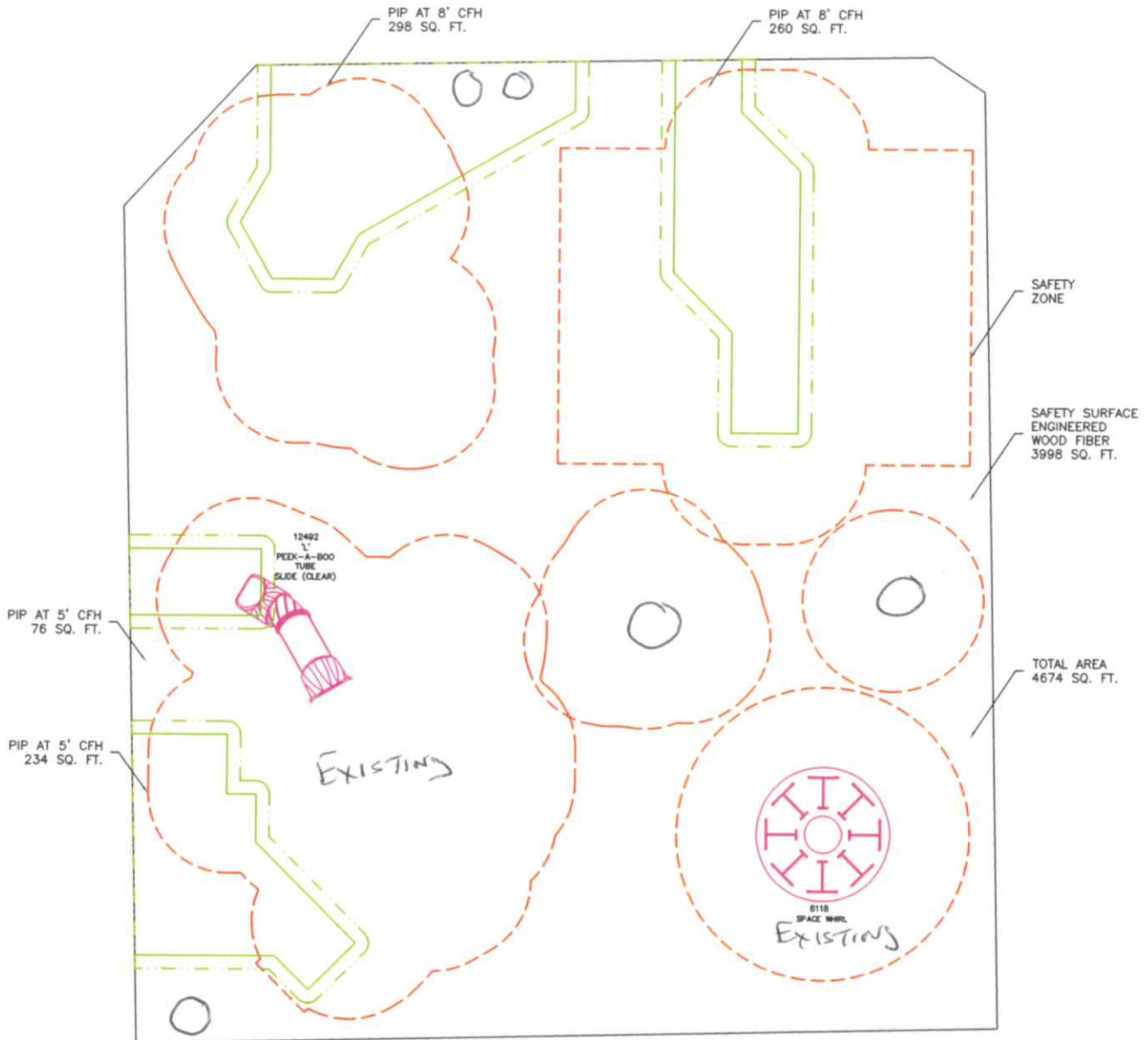


Phot





Playground area near eastern park entrance



GENERAL NOTES:

- **TEXT B** B EXISTING EQUIPMENT — TO BE MAINTAINED
- FREE STANDING UNITS



P.O. Box 27328, Golden Valley, MN 55427
 763-546-7787 1-800-622-5425
 Fax 763-546-5050
 E-Mail info@mnwisplay.com

Able Park	
Spring Lake Park, Minnesota	
3-23-23	DWG. D11676H

APPENDIX E

BUILD AMERICAN BUY AMERICAN PROVISIONS

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7. **Build America, Buy America.** Note: This term effective as of January 13, 2023. For more information on DOI’s approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).

9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

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

ii. Frequently recurring classifications

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

iii. Conformance

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

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

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

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

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

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

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

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

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

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

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

ii. Certified payroll requirements

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

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

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

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

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

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

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

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

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

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

10. Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

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

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

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

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

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

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