

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.

*ITB 2021-003
"Self Help Center – Housing Rehabilitation Program
TDHCA Contract No. 7216013"*

Two (2) Bid Forms Signed & Dated (One Bid Form Per Location)

Bidder Information Form

TDHCA – Section 3 Business Certification form

Federal Labor Standards Provisions

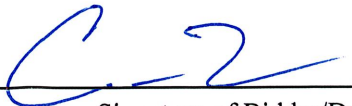
Conflict of Interest form (Form CIQ)

Certification regarding Debarment (Form H2048)

Certification regarding Federal lobbying (Form 2049)

Proof of No Delinquent Tax Owed to Webb County

Purchasing Ethics Affidavit Form

 11/27/20
Signature of Bidder/Date

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW / ESTE DOCUMENTO CONTIENE UNA MARCA DE AGUA VERDAD - TIENEN A LA LUZ PARA VER

BBVA

CASHIER'S CHECK

504967728

CHEQUE DE CAJA

61-118/620

PAY TO THE ORDER OF
WEBB COUNTY
Paguese por este cheque a lo orden de

Date/Fecha: 11/27/2020 223

***** \$2,696.00 *****

*** TWO THOUSAND SIX HUNDRED NINETY SIX DOLLARS AND 00 CENTS ***

Remitter/Remitente: ROMO CONTRACTOR LLC
Description/Descripción: 7379 ADELITA

Drawee:
BBVA USA
Birmingham, AL 35233

AUTHORIZED SIGNATURE / FIRMA AUTORIZADA

⑈ 504967728⑈ ⑆ 062001186⑆ 151 5611 2⑈

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW / ESTE DOCUMENTO CONTIENE UNA MARCA DE AGUA VERDAD - TIENEN A LA LUZ PARA VER

BBVA

CASHIER'S CHECK

504967729

CHEQUE DE CAJA

61-118/620

PAY TO THE ORDER OF
WEBB COUNTY
Paguese por este cheque a lo orden de

Date/Fecha: 11/27/2020 223

***** \$2,617.10 *****

*** TWO THOUSAND SIX HUNDRED SEVENTEEN DOLLARS AND 10 CENTS ***

Remitter/Remitente: ROMO CONTRACTOR LLC
Description/Descripción: 406 PINZON

Drawee:
BBVA USA
Birmingham, AL 35233

AUTHORIZED SIGNATURE / FIRMA AUTORIZADA

⑈ 504967729⑈ ⑆ 062001186⑆ 151 5611 2⑈

Ver Detrás del Cheque.
Características de la Seguridad Incluidas.

Ver Detrás del Cheque.
Características de la Seguridad Incluidas.

**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

Applicant/Homeowner:	Veronica jimenez	County:	Webb
Property Address:	406 Pinzon	CSHC Contract #:	7216013
Colonia:	Ranchitos	Date of Initial Inspection:	
		Date of Work Write-Up:	

General Specifications and Requirements for all Housing Rehabilitation Contracts:

1. All products and materials shall be new in unopened containers and/or packaging.
2. The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.
3. Installation of all products and materials shall be according to the manufacturer's instructions.
4. "Install" means to purchase, deliver, set up, test and warrant a new component.
5. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant.
6. "Repair" means to return a building component to like new condition through replacement of parts, adjustment and recoating of parts.
7. "Reinstall" means to remove, clean, store and install a component.
8. Items identified as required for locally adopted housing standards (Housing Quality Standards, code or other applicable standard as detailed in Program Guidelines) must be performed/installed prior to final payment.
9. A detailed list of work items identified by location (i.e. North, South, East, or West sides) or room shall be included.
10. Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
11. New materials shall be matched with existing materials so that patching work is consistent with surrounding surfaces.
12. All Change Orders must be approved by TDHCA prior to changed or additional work is performed.
13. Any additional cost due to product or material upgrades is solely the contractor's expense unless authorized by the Contract Administrator and approved by TDHCA.
14. The contractor shall not enter into separate side agreements with the homeowner (or anyone else) to do additional work outside of the Work Write-up or in exchange for work on the Work Write-up.
15. Payment requests shall be based on satisfactory completion of individual or groups of spec items, verified by the Contract Administrator.
16. The contractor is responsible for, and shall verify all field dimensions, sizes, quantities, square footages, lineal footages, etc. before ordering materials, products or supplies. Quantities, square footages, linear footages, etc. listed on the Work Write-up are for the convenience of the contractor. THDCA and the Contract Administrator neither make nor imply any guarantee for the accuracy of these numbers.
17. All electrical work must meet the National Electrical Code adopted by the city or by the state for counties and be completed by a state licensed electrician.
18. All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties and be completed by a state licensed plumber.
19. On-site portable toilets and dumpsters (or other means of debris removal) shall be provided by the contractor.
20. If digging is required for building a ramp, the contractor is responsible for utilities located prior to breaking ground.
21. Contractor is responsible to comply with all applicable permitting requirements.
22. Contractor is responsible for ensuring that new work does not violate or encroach on property lines, setbacks or easements.

Inspection Item	Description and <u>exact</u> location of Item Type and action required and/or needed (expand fields if necessary)	Square feet, linear feet, or # of items	Estimated cost per sf, lf, or per item (including labor)	Total Hard Costs	Required for TMCS- Yes/No
Site Work					
Dumpster		1	\$1,100.00	\$1,100.00	
Site Toilet Per Month		1	\$350.00	\$350.00	

**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

Other	Concrete Driveway 3500 PSI Wire Mesh # 6 Minimum 4' Thick. Lot will be graded to drain surface water away from the pier and beam foundation at a minimum slope of 6" within the first 10'. The Contractor shall grade the constructed the driveway and ensure drainage away from the structure and a 8" Ramp to 6'X6' Landing and Code Complaint (ADA)	600	\$7.25	\$4,350.00
			Site Cost:	\$5,800.00

I. Structural Systems

Foundation	Pier and Beam and Installing a Termite Shield on new and existing Piers. Need to be reinforce with blocking to stiffen the frame. New Sub-floor.	1024	\$6.25	\$6,400.00
Grading/drainage				
Roof				\$0.00
Insulation	Floor Insulation R-19 Per Code. Contractor will insulate the underbelly at the time of the reinforcement of the floor framing.	1024	\$3.25	\$3,328.00
Interior walls	Interior Paint Areas with High Quality Latex "or approved equal" to the spec.. Home Owners choice of color.	1600	\$3.25	\$5,200.00
Exterior Walls	Paint exterior areas with high quality exterior latex paint"or approved equal" to the spec.Home owner choice of color. To match existing paint.	1100	\$3.50	\$3,850.00
Ceilings				\$0.00
Floors	VCT Tile Flooring with the following specs. Entire House flooring Resort Teak Luxury,Wear Layer Thickness (6 Mills) 12"X12" Wood look Vinyl Stain Resistant, Scratch Resistant, Straight Edge, 100% Waterproof "or approved equal" and Non-Slip Ceramic Tile in the Bathroom 4"X4" Home Owner Choice of Color.	1024	\$7.25	\$7,424.00
Interior doors				\$0.00
Exterior doors	Lite Decorative Glass Right-Hand Inswing Primed Steel Prehung Entry Door with Insulating Core (Common: 32-in x 80-in; Actual: 33.4375-in x 81.75-in) and hardware. All products will have a Energy Star Label.	2	\$400.00	\$800.00
Windows and screens	Replacement and Installation of 9 Window. Installation. Energy Star Qualified U-Factor 0.65 SHGC-0.35 or better. Labor, Basic to install replacement windows with favorable site conditions. Set unit in rough opening. Shim to achieve level and plumb placement. Set jamb edges flush to finished wall surface. Secure unit to rough opening framing. Insulate perimeter and secure house wrap at window as appropriate and including: fasteners, shims, flashing, drip cap, perimeter foam insulation and exterior caulking and trim around the windows inside and outside. All products will have a Energy Star Label.	9	\$450.00	\$4,050.00
Porch/deck/carport	Remove and Reconstruct 2 front steps & landing 6'X6' with 3 steps each with guardrails.	2	\$350.00	\$700.00
Other	Galvanized Metal Skirting Panels. Naturally heat-resistant and will not warp in hostile and arid climates. Has to provide a sturdy, wind and pest-resistant barrier that can withstand impact and contact that usually damages other forms of skirting. Labor included.CMI 14-in x 18-in White Rectangle Steel Gable Vent-4"or approved equal" to the spec.Owner Choice of Color	1	\$1,200.00	\$1,200.00
			Structural Systems Cost:	\$32,952.00

II. Electrical Systems

Service entrance/panel	Existing 200 AMP Service. Panel Box has room for additional breakers.			\$0.00
Branch circuits				\$0.00
Light fixtures				\$0.00
Ceiling fans				\$0.00
Receptacles/cover plates	GFI Receptacles & Labor	4	\$75.00	\$300.00

**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

Other	Electrical Service for Mini Split Zones. Electrical and refrigerant lines run inside conduit attached to the exterior wall of the home and install hardwire for the 4 smoke alarms.	5	\$300.00	\$1,500.00
			Electrical Systems Cost:	\$1,800.00

III. Heating, Ventilation, and Air Conditioning Systems

Heating system	30,000 BTU (3.0 Ton) 22.5 SEER Four Zone Ductless Mini-Split Heat Pump System - Wi-Fi Capable.- HVAC: must be sized via ACCA Manual J or other approved mythology. Climate 2 Zones shall be 14.5 Seasonal Energy Efficient Ratio (SEER)Energy Star Qualified.	1	\$5,600.00	\$5,600.00
Cooling system	30,000 BTU (3.0 Ton) 22.5 SEER Four Zone Ductless Mini-Split Heat Pump System - Wi-Fi Capable. All products shall have the Energy Star Label.- HVAC: must be sized via ACCA Manual J or other approved mythology. Climate 2 Zones shall be 14.5 Seasonal Energy Efficient Ratio (SEER)Energy Star Qualified.			
Ducts/chases/vents				\$0.00
			HVAC Cost:	\$5,600.00

IV. Plumbing System

Kitchen sink				\$0.00
Bathroom sink/vanity				\$0.00
Toilets				\$0.00
Tub/shower	Sterling Accord 4-Piece Alcove Shower Kit ADA (Common: 36-in x 60-in) or equal owner choice of color. Delta Dryden Stainless or approved equal 1-Handle Shower Faucet with Valve WaterSense Qualified Product.. 4"X4"Ceramic Tile Flooring Water Resistant and Non-Slip is included on the square footage of the entire house. ENERGY STAR Certified	1	\$2,650.00	\$2,650.00
Hose bib				\$0.00
Water heater				\$0.00
Septic System				\$0.00
Other				\$0.00
			Plumbing System Cost:	\$2,650.00

V. Appliances

Range/oven/cook top	30in.5.0cu.ft.Single Oven Electric Range with Self-Cleaning Oven in Stainless Steel. All products will be Energy Star Certified	1	\$1,400.00	\$1,400.00
Exhaust vents	Broan-NuTone Mantra 30 In. range hood in Stainless Steel with LED Lighting and permanent Filter or approved equal. Energy Star Certified Vent System must terminate to the outdoors.	1	\$550.00	\$550.00
Bathroom heaters				
Refrigerator				\$0.00
Other				\$0.00
			Appliances Cost:	\$1,950.00

Cabinets

Base cabinets				\$0.00
Wall cabinets	8 Linear feet of upper wall kitchen cabinets.	8	\$180.00	\$1,440.00
Counter top				\$0.00
Other				\$0.00
			Cabinets Cost:	\$1,440.00

Miscellaneous

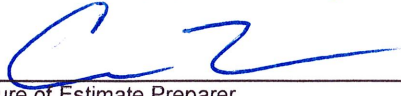
Smoke Alarms	Photoelectric or Optical and Electrical Hard Wired and Battery Backup	3	\$50.00	\$150.00
Other				\$0.00
Other				\$0.00
			Miscellaneous Cost:	\$150.00

Work Write-Up and Cost Estimate: Summary

TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet

Estimated Costs: _____ \$52,342.00 _____

Juan C. Rodriguez
Name of Person that prepared this estimate

 _____ 11/27/20 _____
Signature of Estimate Preparer Date

Signature of Applicant (Homeowner) Date

Signature of County Representative (or other person designated through a formal agreement) Date

**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

Applicant/Homeowner:	Matias Estevis	County:	Webb
Property Address:	7379 Adelita Rd.	CSHC Contract #:	7216013
Colonia:	San Carlos 1	Date of Initial Inspection:	
		Date of Work Write-Up:	

General Specifications and Requirements for all Housing Rehabilitation Contracts:

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3. Installation of all products and materials shall be according to the manufacturer's instructions.
4. "Install" means to purchase, deliver, set up, test and warrant a new component.
5. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant.
6. "Repair" means to return a building component to like new condition through replacement of parts, adjustment and recoating of parts.
7. "Reinstall" means to remove, clean, store and install a component.
8. Items identified as required for locally adopted housing standards (Housing Quality Standards, code or other applicable standard as detailed in Program Guidelines) must be performed/installed prior to final payment.
9. A detailed list of work items identified by location (i.e. North, South, East, or West sides) or room shall be included.
10. Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
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18. All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties and be completed by a state licensed plumber.
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22. Contractor is responsible for ensuring that new work does not violate or encroach on property lines, setbacks or easements.

Inspection Item	Description and <u>exact</u> location of Item Type and action required and/or needed (expand fields if necessary)	Square feet, linear feet, or # of items	Estimated cost per sf, lf, or per item (including labor)	Total Hard Costs	Required for TMCS- Yes/No
Site Work					
Dumpster		1	\$1,500.00	\$1,500.00	
Site Toilet		1	\$350.00	\$350.00	
Other				\$0.00	
Driveway					
Site Cost:				\$1,850.00	
I. Structural Systems					
Foundation				\$0.00	

**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

Grading/drainage				\$0.00
Roof	Re-Roof entire House Structure. Install #15 underlayment, ridge cap venting and 3-Tab Shingles with a 25 year warranty and Home Owner choice of color. 24 in. x 36 in. Rectangular White Polyurethane Weather Resistant Gable Louver Vent for access to attic.	1800	\$3.50	\$6,300.00
Insulation	Blown Insulation in the Attic to meet the R-38 and bring the walls up to Code R-19 Value if needed when we replace the siding.	1	\$5,250.00	\$5,250.00
Interior walls				\$0.00
Exterior Walls	Exterior Siding needs to be replaced. Board has to be Primed and Factory Painted and Home Owner choice of Color.	1268	\$11.00	\$13,948.00
Ceilings				\$0.00
Floors	Ceramic Tile Installation in the RestRoom. Owner Choice of Color. Standard Grade Ceramic Tile 4'X4' non slip surface	36	\$12.00	\$432.00
Interior doors				\$0.00
Exterior doors				\$0.00
Windows and screens	Replacement and Installation of 11 3'X5' Window 1 2'X2' and 13'X3'. Installation. Energy Star Qualified U-Factor 0.65 SHGC-0.35 or better as per code on Climate Zone 2 . Labor, Basic to install replacement windows with favorable site conditions. Set unit in rough opening. Shim to achieve level and plumb placement. Set jamb edges flush to finished wall surface. Secure unit to rough opening framing. Insulate perimeter and secure house wrap at window as appropriate and including: fasteners, shims, flashing, drip cap, perimeter foam insulation and exterior caulking and trim around the windows inside and outside. All products will have a Energy Star Certified Label.	13	\$450.00	\$5,850.00
Porch/deck/carport				\$0.00
Other				\$0.00
Structural Systems Cost:				\$31,780.00

II. Electrical Systems

Service entrance/panel	Demolish and Install Cost includes material and labor to remove and replace 150 Amp residential service. included 20 Breakers exterior panel, mail switch, 1 GFI and 14 single pole breakers, meter socket including hookup.	1	\$3,400.00	\$3,400.00
Branch circuits				\$0.00
Light fixtures				\$0.00
Ceiling fans		4	\$230.00	\$920.00
Receptacles/cover plates	GFI Receptacles GFCI to be certified by UL & Labor for Kitchen and Bath Room	4	\$100.00	\$400.00
Other				\$0.00
Electrical Systems Cost:				\$4,720.00

III. Heating, Ventilation, and Air Conditioning Systems

**TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet**

Heating system	3 Ton HVAC 14 Seers Ratings or Better Energy Star Certified	1	\$7,200.00	\$7,200.00
Cooling system	3 Ton HVAC Energy Star Certified			
Ducts/chases/vents	Duct Inspection and Repair	1	\$700.00	\$700.00
			HVAC Cost:	\$7,900.00

IV. Plumbing System

Kitchen sink		1	\$250.00	\$250.00
Bathroom sink/vanity	30 "Vanity Cabinet with Engineered Stone Top. Water Lines extension Hot and Cold. WaterSense label	1	\$680.00	\$680.00
Toilets	Highline Curve White Water Sense Elongated Chair Height 2-Piece Toilet 12-in Rough-In Size with Slow Close(ADACompliant)	1	\$350.00	\$350.00
Tub/shower	Chrome 2-Handle Bathtub and Shower Faucet. Faucets with WaterSense label	1	\$1,400.00	\$1,400.00
Hose bib	Piping must be buried a minimum of 18 inches below grade and must also at least 12 inches below the frost line. Schedule 40	1	\$200.00	\$200.00
Water heater	30 Gallon Electric Water Heater Energy Efficient,Constructed from Galvanized Steel Water Heater Enclosure , Galvanize Restraining Strap and concrete Material and Labor Cost Hot and cold water line extension Shower,Vanity and Kitchen Sink.Energy Star Certified Label and WaterSense Label.	1	\$850.00	\$850.00
Septic System				\$0.00
Other	2 Vent Caps thru the roof installation at the time of construction.Sink and Restroom.	2	\$125.00	\$250.00
			Plumbing System Cost:	\$3,980.00

V. Appliances

Range/oven/cook top		1	\$1,400.00	\$1,400.00
Exhaust vents	Broan-NuTone Mantra 30 In. range hood in Stainless Steel with LED Lighting and permanent Filter or approved equal. Energy Star Certified. Vent System must terminate to the outdoors.	1	\$550.00	\$550.00
Bathroom heaters				\$0.00
Refrigerator				\$0.00
Other				\$0.00
			Appliances Cost:	\$1,950.00

Cabinets

Base cabinets				\$0.00
Wall cabinets	8 Linear feet of upper wall kitchen cabinets.	8	\$180.00	\$1,440.00
Counter top				\$0.00
Other				\$0.00
			Cabinets Cost:	\$1,440.00

Miscellaneous

Smoke Alarms	Photoelectric or Optical and Electrical Hard Wired and Battery Backup	4	\$75.00	\$300.00
Other				\$0.00
Other				\$0.00
			Miscellaneous Cost:	\$300.00

TxCDBG Housing Rehabilitation
Work Write-up and Cost Estimate Worksheet

Work Write-Up and Cost Estimate: Summary

Estimated Costs: _____ \$53,920.00 _____

Juan C Rodriguez
Name of Person that prepared this estimate

C 2 _____ 11/27/20
Signature of Estimate Preparer Date

Signature of Applicant (Homeowner) Date

Signature of County Representative (or other person designated through a formal agreement) Date

Supplier Information

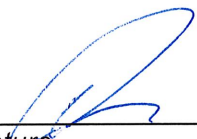
Company Name: Romo Contractors, LLC
Contact Name: Nelso Molina
Address: 2710 Zuatecas

Phone: (956) 753-8689
Fax: (956) 724-4174
Email: nelso@romocontractors.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Nelso Molina.
Print Name


Signature

Section 3 Business Registry
Self Certification
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity



Romo Contractors LLC

Contact Information

Address

Romo Contractors LLC
2710 Zacatecas St.
LAREDO , TX 78046

Telephone

(956) 753-8689

Website Address

Email

jcarlos@romocontractors.com

Point of Contact

Juan Carlos Rodriguez
(956) 753-8689

Business Details

Employer Identification Number

45-5447449

DUNS Number

023838321

County

Webb

Year Business Established

2012

Number of Employees

5

Registration Date

02/15/2019

Business Capabilities

- Brick Masonry
- Carpentry
- Demolition
- Electrical
- General Contractor
- Landscaping
- Maintenance
- Painting Dry Wall
- Roofing

Business Designations

- Hiring

Section 3 Business Criteria

- a) Fifty-one percent or more of the business is owned by Section 3 Residents;
- b) Thirty percent or more of the business' full time employees are Section 3 Residents; or
- c) The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b).

Disclaimer

HUD has not verified the information submitted by businesses listed in this registry and does not endorse the services that they provide. Users of this database are strongly encouraged to perform due diligence by verifying Section 3 eligibility before providing preference or awarding contracts to firms that have self-certified their Section 3 status with the Department.

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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