

**Exhibit H-1
Davis Bacon Wage Decision**

GENERAL DECISION: UT20100055 03/12/2010 UT55

Date: March 12, 2010

General Decision Number: UT20100055 03/12/2010

Superseded General Decision Number: UT20080055

State: Utah

Construction Type: Building

County: Wasatch County in Utah.

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

Modification Number	Publication Date
0	03/12/2010

BRUT0001-002 01/01/2008

	Rates	Fringes
BRICKLAYER.....	\$ 20.75	6.55

* ELEC0354-009 06/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 28.09	4.3%+\$8.63

ENGI9993-008 07/01/2008

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Crane		
(Over 100 tons).....	\$ 27.49	12.71
(1) Mechanic.....	\$ 26.71	12.71
(2) Crane		
(Over 35 tons up to 100 tons).....	\$ 26.15	12.71
(2a) Grader/Blade.....	\$ 25.05	12.71
(3) Backhoe/Excavator		
(Over 5 cu. yds).....	\$ 24.53	12.71
(3) Crane		
(Up to 35 tons).....	\$ 24.86	12.71
(4) Backhoe/Excavator		
(Up to 5 cu. yds).....	\$ 23.53	12.71

IRON0027-015 07/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL (Excluding Fence)		

Erection).....\$ 26.61 11.60

LABO0295-009 07/01/2008

	Rates	Fringes
LABORER		
Common or General.....	\$ 16.90	5.45
Mason Tender- Brick.....	\$ 17.70	6.25

* PLUM0140-008 08/01/2009

	Rates	Fringes
PIPEFITTER, Excluding HVAC		
Pipe Installation.....	\$ 29.22	10.69

* PLUM0140-009 08/01/2009

	Rates	Fringes
PLUMBER (Including HVAC Pipe		
Installation).....	\$ 29.22	10.69

SUUT2008-019 07/14/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 17.50	3.91
CEMENT MASON/CONCRETE FINISHER...	\$ 15.76	3.79
PAINTER: Brush, Roller and		
Spray.....	\$ 12.50	0.00
ROOFER.....	\$ 15.50	2.72
SPRINKLER FITTER.....	\$ 17.89	5.59

TEAM0222-011 07/01/2008

	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 20.73	8.43
TRUCK DRIVER (Flat Rack, Bulk		
Cement, Semi-trailers,		
Mud/Banding and Paint)		
Less than 10 tons.....	\$ 18.06	8.43
10 tons to less than 15		
tons.....	\$ 18.21	8.43
15 tons and less than 20		
tons.....	\$ 18.31	8.43
20 tons and over.....	\$ 18.46	8.43
Pickup Truck.....	\$ 17.99	8.43
TRUCK DRIVER (Oil Spreader).....	\$ 18.86	8.43
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 18.39	8.43
Over 8 cu. yds. to 14 cu.		
yds.....	\$ 18.49	8.43
TRUCK DRIVER (Water, Fuel &		
Oil Tank)		
0 to less than 1,200 gal....	\$ 18.04	8.43
1,200 gal. to less than		

2,500 gal.....	\$ 18.16	8.43
2,500 gal. to less than		
4,000 gal.....	\$ 18.31	8.43
4,000 gal. to less than		
6,000 gal.....	\$ 18.61	8.43
6,000 gal. to less than		
10,000 gal.....	\$ 18.86	8.43
10,000 gal. to less than		
15,000 gal.....	\$ 19.11	8.43
15,000 gal. to less than		
20,000 gal.....	\$ 18.36	8.43
20,000 gal. to less than		
25,000 gal.....	\$ 19.71	8.43
Over 25,000 gal.....	\$ 19.86	8.43
TRUCK DRIVER: Dump Truck		
(Includes Bottom-end or side)		
Less than 8 cu. yds.....	\$ 18.16	8.43
8 cu. yds. and less than		
14 cu. yds.....	\$ 18.31	8.43
14 cu. yds. and less than		
35 cu. yds.....	\$ 18.46	8.43
35 cu. yds. and less than		
55 cu. yds.....	\$ 18.66	8.43
55 cu. yds. and less than		
75 cu. yds.....	\$ 18.86	8.43
75 cu. yds. and less than		
95 cu. yds.....	\$ 19.06	8.43
95 cu. yds. and less than		
105 cu. yds.....	\$ 19.26	8.43
105 cu. yds. and less than		
130 cu. yds.....	\$ 19.38	8.43
TRUCK DRIVER: Lowboy Truck.....	\$ 21.238	8.43

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

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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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

EXHIBIT H-2

CONTRACTOR ELIGIBILITY/NOTICE TO PROCEED

March 25, 2012

Mr. Jim Bowe
CDBG Project Manager
100 South Main Street
Utopia, Utah 84000

**RE: 2012 CDBG Contract # 12-0000
Town of Utopia – Waterline Upgrade
Contractor Eligibility**

Dear Mr. Bowe:

This is in response to your request for a determination of contractor eligibility. I have reviewed the Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs as of March 25, 2012, published by the U. S. General Services Administration, and find that the following party does not appear in those lists:

XYZ Construction Company

As a result of this determination, the Town of Utopia is authorized to proceed in contracting with the above named party. Make sure there is a signed contract with the general contractor and that the contract includes Form 4010 – Federal Labor Standards Provisions from the Department of Housing and Urban Development. If there are any questions, please contact me at 538-8724.

Sincerely,

Glenna A. Matekel
Program Specialist

Exhibit – H3
HUD Form 4010

Pre-Construction Conference Agenda/Minutes

Date: _____

Place: _____

Attendees:	Representing:	Phone:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ___ Davis Bacon Wages; must be included in contract or specifications
- ___ Fringe Benefits (what's allowable)
- ___ Contract Work Hours and Safety Standards Act and Overtime wages
- ___ Posting of Davis Bacon Wage decision and posters on job site
- ___ No Apprentices (paid apprentice wages) unless given prior approval from CDBG Staff.
- ___ Additional Wage Classifications (Are there any needed that aren't on the Wage Decision?)
- ___ Sub-contractors on job?
- ___ Payroll Forms (submitted weekly)
- ___ Payroll Errors/Disputes
- ___ Employee Interviews
- ___ EEOE posters posted on job site. EEOE statement included in contract and job advertisements
- ___ Sec. 3 Compliance (when applicable)
- ___ Contractor Bid Documentation – **BID OPENING DATE**
- ___ Engineer's Request for Proposal (RFP)

EXHIBIT H-5

NAME OF CONTRACTOR OR SUBCONTRACTOR					ADDRESS:																		
PAYROLL NUMBER		WEEK ENDING			PROJECT AND LOCATION																		
(1)	(2)	(3)	(4) Day & Date	(5)	(6)	(7)	(8)				(9)												
NAME, ADDRESS of EMPLOYEE	# OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	S M T W T F S							TOTAL HOURS	RATE OF PAY	GROSS AMT EARNED	DEDUCTIONS				NET WAGES PAID						
			HOURS WORKED EACH DAY										FICA	WITHHOLDING TAX	OTHER	TOTAL DED							
			O	S	O	S	O	S	O				S	O	S	O		S					

Date _____

I, _____, _____
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by
_____ on the _____;
(Contractor or Subcontractor) (Building or work)

that during the payroll period commencing on the _____ day of _____,
200__, and ending the _____ day of _____, 200__ all persons employed on
said project have been paid the full weekly wages earned, that no rebates have been or will be
made either directly or indirectly to or on behalf of said _____
_____ from the full weekly
(Contractor or Subcontractor)

wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in
Regulations, part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland
Act, as amended (48 Stat. 94B, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and
described below:

(2) That any payrolls otherwise under this contract required to be submitted for
the above period are correct and complete; that the wage rates for laborers or
mechanics contained therein are no less than the applicable wage rates contained
in any wage determination Incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he
performed.

(3) That any apprentices employed in the above period are duly registered in a
bona fide apprenticeship program registered with a State apprenticeship agency
recognized by the Bureau of Apprenticeship and Training, United States
Department of Labor, or if no such recognized agency exists in a State, are
registered with the Bureau of Apprenticeship and Training, United States
Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS,
OR PROGRAMS

-- In addition to the basic hourly wage rates paid to each laborer or mechanic

listed in the above referenced payroll, payments of fringe benefits as listed in
the contract have been or will be made to appropriate programs for the
benefit of such employees, except as noted in Section 4(c) below.

WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been
paid, as indicated on the payroll, an amount not less than the sum of the
applicable basic hourly wage rate plus the amount of the required fringe
benefits as listed in the contract, except as noted in Section 4(c) below.

(b) EXCEPTIONS

(c) EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. GOVERNMENT PRINTING OFFICE : 1985 0 - 475-249

EXHIBIT H-6

1) PERMISSIBLE PAYROLL DEDUCTIONS

The following payroll deductions may be made without requesting approval:

- (a) Any deductions made in compliance with the requirements of Federal, State or local law.

Examples: Federal withholding taxes
 State withholding taxes
 Federal Social Security taxes
 - (b) Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when prepayment is made without discount or interest.

Example: A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of advanced funds.
 - (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of . . .

The contractor
The subcontractor
Any affiliated person or
When collusion or collaboration exists
 - (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of the employer, or both for the purpose of providing (from principal, or income, or both). . .

Medical or hospital care
Pensions or annuities on retirement
Death benefits
Compensation for injuries, illness, accidents, sickness, or disability
For insurance for any of the foregoing
Unemployment benefits
Vacation pay
Savings accounts
- 1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done.
 - 2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
 - (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
 - (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deductions not more than for the "reasonable cost" of board, lodging or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under section 516.27(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such a deduction does not violate the Fair Labor Standards Act or is not prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and the deduction is either (2) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

2) FRINGE BENEFITS

Code of Federal Regulations Title 29 - Section 5.20 - 5.31. The 1964 amendments to the Davis-Bacon Act require that the prevailing wage determined for Federal and Federally-assisted construction include (among other things):

- (a) The basic hourly rate of pay; and
- (b) The amount contributed by the contractor/subcontractor for certain fringe benefits (or the cost to contractor/subcontractor for such benefits). Therefore, if the wage determination lists fringe benefits, the contractor/subcontractor must pay to the employee in cash or fringe benefits an amount that equals the total of the basic hourly rate and fringes appearing on the wage determination. Any combination of cash payments and fringes is allowed, provided that the part you provide in benefits is:

- Explained to all employees in writing.
- Administered through a third-party or through an actuarially sound, enforceable, unfunded commitment. (The Secretary of Labor may require unfunded plans to be held in a separate, special account).
- If the employee works overtime, the premium must be computed on basic hourly rate shown on the wage determination, even if the employer pays less than this amount in cash because of increased fringes.

(In other words, if you take a credit on the basic hourly rate because you pay more in fringes than required by the wage determination, you must revert back to the rate in the wage determination when computing and paying for overtime work.

A fringe benefit is considered an employment benefit (such as a pension, a paid holiday, health insurance) granted by an employer that involves a monetary cost without affecting the basic wage rates.

The Statutory Provisions of fringe benefits under Davis-Bacon are contained in Part 5.23:
The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act, in part, are as follows:

- (c) The rate of contribution irrevocably made by a contractor/subcontractor to a trustee or to a third person pursuant to a fund, plan, or program. The "third person" must be one who is not affiliated with the contractor or subcontractor. The Trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor/subcontractor be able to recapture any of the contributions paid in or in any way divert the funds to his own use or benefit.

Term: Fund, plan or program, is merely intended to recognize the various types of arrangements commonly used to provide fringe benefits through employer contributions. The contributions for fringe benefits must be made pursuant to a fund, plan or program (Section 1(b)(2)(A) of the Act).

- d) The rate of costs to the contractor/subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected but only where the contractor/subcontractor is not required by other federal, state or local law to provide such benefit.

The Act lists all types of fringe benefits that Congress considered to be common in the construction industry as a whole. These include, where the contractor/subcontractor pays all or part of, the following:

- Medical or Hospital Care
- Pensions on retirement or death
- Compensation for injuries or illness resulting from occupational activity
- Insurance to provide for any of the foregoing
- Unemployment benefits
- Life Insurance
- Disability or Sickness Insurance
- Accident Insurance
- Vacation and Holiday Pay
- Defrayment of costs of Apprenticeship or other similar programs
- Other bona fide Fringe Benefits

Term: Other "bona fide fringe benefits" is the so-called "open-end" provision. This was included so that new fringe benefits may be recognized as they become prevailing.

The Act excludes fringe benefits that a contractor/subcontractor is obligated to provide under other Federal, State or local law. No credit may be taken under the Act for the payments made for such benefits; e.g., payment for Workmen's Compensation Insurance under either a compulsory or elective State statute -- these are not considered payments for fringe benefits under the Act. Also, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act.

Only the amount of contributions or costs for fringe benefits that meet the requirements of the Act will be considered.

The rate of contribution or cost is ordinarily an hourly rate, and will be reflected in the wage determination as such. When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon Wage Determination. Wage determinations will not contain such benefits when such benefits are not prevailing in the area of construction.

A contractor/subcontractor performing work subject to a Davis-Bacon Wage Determination may discharge his minimum wage obligations for the payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for "bona fide" fringe benefits or the types listed in the applicable wage determination or otherwise found to be prevailing by the Secretary of Labor, or by a combination thereof. Sometimes the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, however, the Secretary, at his discretion, may express in the wage determination that rate of contribution or cost used in the formula or method; or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act.

Un-funded Plans (Part 5.28): There are no types of fringe benefits eligible for consideration as a so-called "un-funded plan" unless:

- It could be reasonably anticipated to provide benefits described in the Act;
- It represents a commitment that can be legally enforced;
- It is carried out under a financially responsible plan or program; and
- The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected.

The cost to a contractor/subcontractor which may be reasonably anticipated in providing benefits of the types describe in the Act pursuant to an enforceable commitment to carry out a financially responsible plan or program, are considered fringe benefits within the meaning of the Act (see 1(b)(2)(B) of the Act).

Legislative history suggests that these provisions were intended to permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor/subcontractor.

It is in this manner that the Act provides for the consideration of "unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the act.

There is a protection, however, against the use of this provision as a means of avoiding the Act's requirements. The words "reasonably anticipated" are intended to require that any un-funded plan or program be able to withstand a test that can be described as one of actuarial soundness. As in the case of other fringe benefits payable under the Act, and un-funded plan must be "bona fide" and not a mere simulation or sham for avoiding compliance with the Act.

EXHIBIT H-7
Sample Letter to Contractor

March 25, 2012

Abelson and Johnson, General Contractors
715 North Charles
High Point, Utah 84200

Dear Mr. Johnson:

Please take immediate steps to correct the payroll submitted by your contractor, Barton Electric. The deficiencies described on the attached list must be corrected within 30 days.

As General Contractor for this project, you are responsible for making sure revised payrolls are . . .

- Corrected promptly
- Reviewed by you (or another officer of the firm) before they are sent

If you have questions or concerns, please phone me at 801-752-5728. Please remember: prompt correction of deficiencies is essential. HUD can, if necessary, withhold payment of grant funds until the deficiencies are corrected.

Sincerely,

Joe Utah

EXHIBIT H-8
Sample Wage Restitution Letter to Contractor

March 25, 20012

Abelson and Johnson, General Contractors
715 North Charles
High Point, Utah 84200

Dear Mr. Johnson:

A review of the weekly payrolls for the _____ project was completed and resulted in one or more of the employees on the job were not paid the appropriate wage stipulated in the Davis Bacon Wage Decision. Please review the information and contact the company owner. In order to make further payments on this project, the State CDBG Office must receive proof that the restitution has been paid. Payments to you will be withheld until the restitution is paid and documented.

Employee	Company	Job Classification	Wage per hour Paid	Correct Wage	Shortage Per hour	\$ Due

Sincerely,

Bob Smith
Any town, UT

Exhibit H-9

Record of Employee Interview

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

OMB Approval No. 2501-0009
(exp. 12/31/2013)

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

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y N	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?		Y N
		<input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/> <input type="checkbox"/>
9. Are you paid for all hours worked?		<input type="checkbox"/> <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		<input type="checkbox"/> <input type="checkbox"/>
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner

17b. Date

Previous editions are obsolete

Form HUD-11 (08/2004)

Exhibit H-10

Section 3 Clause.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).