



**City of Brownsville  
Purchasing & Contract Services Department**

**ADDENDUM # 4**

**REQUEST FOR PROPOSALS  
FOR THE WEATHERIZATION ASSISTANCE PROGRAM  
FOR THE PLANNING AND COMMUNITY DEVELOPMENT  
DEPARTMENT OF THE CITY OF BROWNSVILLE  
BID # WAP-23-0210**

**ACKNOWLEDGEMENT OF RECEIPT**

**Please fax this page upon receipt**

Please fill in the requested information below as acknowledgment that *you have received the Addendum* noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Mr. Roberto C. Luna  
Purchasing & Contract Services Director - City of Brownsville - P.O. Box 911  
City Hall 1001 E. Elizabeth St. First Floor, Suite 101  
Brownsville, Texas 78520  
Phone: (956) 548-6087 Fax: (956) 546-2711  
Email: [purchasing@cob.us](mailto:purchasing@cob.us)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

(  ) **YES**, Our Company does have an interest in responding.

(  ) **NO**, Our Company does not have an interest in responding.

Name: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



REQUEST FOR PROPOSALS FOR THE WEATHERIZATION ASSISTANCE PROGRAM FOR THE  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BROWNSVILLE

Bid # WAP-23-0210

Addendum # 4

March 5, 2010 @ 4:00 PM

**ADDENDA:** The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal.

**Addendum No.3 Bid # WAP-23-0210**

**1.- Changes have been made to the Specifications:**

**ORIGINAL:**

**BID DUE DATE:** February 24, 2010  
**BID DUE TIME:** 4:00 PM

**REVISION:**

**BID DUE DATE:** March 5, 2010  
**BID DUE TIME:** 4:00 PM

Submitted,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date



**REQUEST FOR PROPOSALS FOR THE WEATHERIZATION ASSISTANCE PROGRAM FOR THE  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BROWNSVILLE**

Bid # WAP-23-0210

Addendum # 4

March 5, 2010 @ 4:00 PM

**ADDENDA:** The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal.

**Addendum No.4 Bid # WAP-23-0210**

**2.- Changes have been made to the Specifications:**

Please find Weatherization Survey Wage Determination (Davis Bacon Wage Rates) for Cameron County that apply to this program:

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdoi.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Brown	\$10.00	\$10.00	\$13.00+.25	\$11.25	\$15.99	\$20.00
Burleson	\$12.00+.46	\$12.00+.46	\$12.00	\$7.25	\$7.31	\$8.01
Burnet	\$12.00+.46	\$12.00+.46	\$12.00	\$11.25	\$15.99	\$20.00
Caldwell	\$14.00	\$14.00	\$18.25+2.19	\$7.25	\$7.50	\$7.50
Calhoun	\$8.00+.52	\$8.00+.52	\$12.00	\$11.65+2.42	\$9.35+.17	\$10.43
Callahan	\$13.50	\$13.50	\$13.00+.25	\$12.40	\$19.13+4.25%+.93	\$15.50+2.00
Cameron	\$7.50	\$9.00	\$12.00	\$7.25	\$8.30 \$7.25	\$8.20

- Contractors shall pay their weatherization workers no less than the minimum rates in the schedule above (Cameron County).

Submitted,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date



REQUEST FOR PROPOSALS FOR THE WEATHERIZATION ASSISTANCE PROGRAM FOR THE  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BROWNSVILLE

Bid # WAP-23-0210

Addendum # 4

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**Addendum No.4 Bid # WAP-23-0210**

**3.- Changes have been made to the Specifications:**

**Attached please find Exhibit "A" Clause XX "DAVIS BACON ACT REQUIREMENTS"**

Template: FA-Special Terms and Conditions

**8-20-2009 FINAL (APPROVED BY DOL)**

FA-TC-0050

Prescription: Include for ARRA Awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT ("RECOVERY ACT") Clauses are required.

**CLAUSE XX. DAVIS BACON ACT REQUIREMENTS**

**A. Definitions.** For purposes of this Clause, Clause XX, Contract Work Hours and Safety Standards Act, and Clause XX, Recipient Functions, the following definitions are applicable:

(1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) *"Construction, alteration or repair"* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(b) Painting and decorating; or

(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.

(4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that

receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) "*Site of the work*"—

(a) Means--

(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;

(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(1) They are dedicated exclusively, or nearly so, to performance of the project; and

(2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by

contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

**B. Davis-Bacon Act**

(1)(a) 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 to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; 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 period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. 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.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or

Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) 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 Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

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.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division 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.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and 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.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or 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 Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **C. Rates of Wages**

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

### **D. Payrolls and Basic Records**

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 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 paragraph (4) of the provision entitled Davis-Bacon Act, 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 Subrecipient or 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. The Subrecipient or Contractor 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.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the 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.

(b) The Recipient is responsible for the ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer 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 section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or 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 the Regulations, 29 CFR Part 3; and

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

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### ***E. Withholding of Funds***

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient 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 Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a 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 Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient 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.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or 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 Subrecipient or Contractor the full amount of wages required by the Subaward or 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 Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, 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 or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

#### **F. Apprentices and Trainees**

##### (1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) 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 and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

**G. Compliance with Copeland Act Requirements**

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

**H. Subawards and Contracts**

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413\\_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf) . Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413\\_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf) . The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

#### ***I. Contract Termination -- Debarment***

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

#### ***J. Compliance with Davis-Bacon and Related Act Regulations***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

#### ***K. Disputes Concerning Labor Standards***

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

#### ***L. Certification of Eligibility.***

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible

to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### ***M. Approval of Wage Rates***

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

#### **Clause XXX. Contract Work Hours and Safety Standards Act**

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward 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.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower- tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause XX, Davis- Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause XX, Davis Bacon Requirements.

#### Clause XXXX. RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

- (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
  - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
  - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
  - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
  - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.



REQUEST FOR PROPOSALS FOR THE WEATHERIZATION ASSISTANCE PROGRAM FOR THE  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BROWNSVILLE

Bid # WAP-23-0210

Addendum # 4

March 5, 2010 @ 4:00 PM

**ADDENDA:** The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal.

**Addendum No.4 Bid # WAP-23-0210**

4.- Changes have been made to the Specifications:

**Please include additional scope of work to original RFP. Page 19, "SCOPE OF WORK"**

The scope of the Weatherization Assistance project will include:

Installation of water heaters.

Standard water heater {40 gallon tank size}

Insulation of water heaters.

{pipe insulation should be at a minimum 1 1/2" thick, .75 pcf density}

Submitted,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
**Date**



REQUEST FOR PROPOSALS FOR THE WEATHERIZATION ASSISTANCE PROGRAM FOR THE  
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Bid # WAP-23-0210

Addendum # 4

March 5, 2010 @ 4:00 PM

**ADDENDA:** The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal.

**Addendum No.4 Bid # WAP-23-0210**

5.- Changes have been made to the Specifications:

Please replace previous revised price proposal sheet with the attached revised price proposal sheet;

Submitted,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date



**REQUEST FOR PROPOSALS FOR THE WEATHERIZATION ASSISTANCE PROGRAM FOR THE  
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Bid # WAP-23-0210

Addendum # 4

March 5, 2010 @ 4:00 PM

**PRICE PROPOSAL SHEET**

**Pricing:**

All prices should be based on materials and supplies.

<b>Insulation Measures</b>		
<b>Sidewall Insulation:</b>		
Installation of blown cellulose wall insulation includes all necessary preparation removal and reattachment of siding, plugging of filling drill holes, if blown thru brick fill holes with brick mortar, etc.		
		<b>Price</b>
	Through/ under wood, metal or vinyl R-13 (per sq ft)	\$
	Through/ under wood, metal or vinyl R-19 (per sq ft)	\$
	Install through brick, refill drill holes with brick mortar, R-13 (per sq ft)	\$
	Open wall fiberglass R-13 (per sq ft)	\$
		\$
<b>Ceiling and Attic Insulation</b>		
Installation of blown cellulose attic insulation includes the following basic attic preparation: Blocking around chimney, access(es) and heat sources. Block eaves/ soffits to prevent insulation from blocking soffit vents. Flag electrical junction boxes and other critical structures. Install ruler on beam, from base to measure insulation thickness.		
	Open attic cellulose: R-11 (per sq ft)	\$
	Open attic cellulose: R-19 (per sq ft)	\$
	Open attic cellulose: R-30 (per sq ft)	\$
	Open attic cellulose: R-38 (per sq ft)	\$
	Block around knob & tube install R-19 insulation (per sq ft)	\$
	Attic slopes R-11 blown cellulose of fiberglass (per sq ft)	\$
	Attic slopes R-19 blown cellulose of fiberglass (per sq ft)	\$
	Install in open attic fiberglass batts R-19 (per sq ft)	\$
<b>Basement, Crawlspace or Foundation Insulation</b>		
	Perimeter fiberglass R-11 with 2' drape over ground (per sq ft)	\$
	6 Mil Visqueen vapor barrier, overlap seams 12" and one foot up walls (per sq ft)	\$
	Install crawlspace foundation block vent (ea)	\$
	Floor fiberglass include metal support rods R-11 (sq ft)	\$
	Floor fiberglass include metal support rods R-19 (sq ft)	\$
	Duct sealing with a pre-approved butyl backed foil tape or with mastic (per lin ft)	\$
	Duct insulation R-3 minimum, Reflectix or equivalent (per lin ft)	\$
	Box Sill (i.e. band joist) R-19 fiberglass (per lin ft)	\$
<b>Contractors mark-up for Insulation materials &amp; supplies (percentage)</b>		_____ %



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Bid # WAP-23-0210

Addendum # 4

March 5, 2010 @ 4:00 PM

**PRICE PROPOSAL SHEET**

**Pricing:**

All prices should be based on materials and supplies.

<b>Air Sealing Measures</b>	
<b>Doors</b>	
Door weather stripping (ea)	\$
Door sweep (ea)	\$
Door thresholds bump type (ea)	\$
Door threshold aluminum (ea)	\$
Door threshold wood, oak or treated (ea)	\$
Install metal insulated prime pre-hung door, include; lockset, hinges, and weather-strips, caulking, interior and exterior trim (ea)	\$
Check fit and free exterior door (ea)	\$
Conversion plate or modification kit for exterior door lock (ea)	\$
New standard door knob lockset (ea)	\$
New deadbolt with hole in door for deadbolt already existing (ea)	\$
Drill hole in door for a new deadbolt lock	\$
<b>Windows</b>	
Fixed vinyl double paned picture window, caulking (under 101 UI)	\$
Vinyl double paned, double hung or slider prime window caulking (under 101 UI)	\$
Vinyl double paned, double hung or slider prime window caulking (over 101 UI)	\$
Repair broken glass, remove broken and install new glass with glazing (per sq In)	\$
Window insert repair (per sq in)	\$
Install window glazing only (per lin ft)	\$
Install new window sill (per lin ft)	\$
Install caulking (per lin ft)	\$
Install brick mold (per lin ft)	\$
Install exterior wood or metal trim, primed, includes caulking (per lin ft)	\$
Install window pulley seals (ea)	\$
Install sash lock (ea)	\$
Secure milk or coal chute and seal and insulate (ea)	\$
Install air conditioner wrap (ea)	\$
<b>Contractors mark-up for doors &amp; windows materials &amp; supplies (percentage) _____ %</b>	

<b>Access covers for attics, knee walls and crawlspaces</b>	
Create an attic access – new, where none previously existed (install in closet where possible). Install wood trim, 1/2" plywood, insulation barrier, eye hooks, weather stripping. R-19 insulation pillow.	\$
Install hinged knee wall door – new, where none existed previously (install out of the way area). Install wood trim, 1/2" plywood panel, 2 hinges, 1 barrel bolt, R-19 insulation pillow, weatherstripping (ea)	\$
Install crawlspace access – new, where none existed previously, 1/2" wolmanized plywood, 2X4 wolmanized framing, 2 zinc barrel bolts, weather stripping insulation pillow (ea)	\$
Install new attic access panel only, 1/2" plywood. (ea)	\$
Improve existing attic or crawlspace access panel by adding R-19 insulation pillow, stops, eye hooks and weather stripping. (ea)	\$
Install attic access box type cover for pull down stairs. Insulate sides and top, caulk all seams, eye hooks, weather stripping. Lid should be hinged if attic space allows. Box should be constructed from solid wood or 1/2" plywood. (ea)	\$
<b>Bypass Sealing: using vinyl faced insulation or air sealing bags</b>	
Bottom of slopes (per lin ft)	\$
Under knee wall (per lin ft)	\$
Balloon framing (per lin ft)	\$
Drywall repair (per sq ft) Tape and one coat mud	\$



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Addendum # 4

March 5, 2010 @ 4:00 PM

**PRICE PROPOSAL SHEET**

**Pricing:**

All prices should be based on materials and supplies.

<b>Ceiling/ Attic Ventilation Costs</b>		
Roof vents, can type: 80 square inches net free venting (ea)		\$
Re-screen existing gable vents with metal screening (ea)		\$
Ridge vents (lin ft)		\$
Install new gable vents (up to 14"X24") (ea)		\$
Install soffit vents, one story (ea) includes interior chute installation		\$
Install soffit vents, two story (ea) includes interior chute installation		\$
Install soffit vent chute (ea)		\$
Install insulated vent-bath or kitchen vent ductwork (ea)		\$
Install exhaust roof vent for vent fan (ea)		\$
<b>Contractors mark-up for materials &amp; supplies (percentage) _____ %</b>		

<b>HVAC/ Air Conditioning</b>		
<b>HVAC- include insulation of tubing</b>		
Replacement HVAC (.5 Ton) (ea)		\$
Replacement HVAC (1 Ton) (ea)		\$
Replacement HVAC (1.5 Ton) (ea)		\$
Replacement HVAC (2 Ton) (ea)		\$
Replacement HVAC (2.5 Ton) (ea)		\$
Replacement HVAC (3 Ton) (ea)		\$
Replace ducts (lin ft)		\$
<b>Window Unit</b>		
<b>Square Feet</b>	<b>BTU's</b>	
100 to 150	5000	\$
150 to 250	6000	\$
250 to 300	7000	\$
300 to 350	8000	\$
350 to 400	9000	\$
400 to 450	10000	\$
450 to 550	12000	\$
550 to 700	14000	\$
700 to 1000	18000	\$
<b>Contractors mark-up for equipment (percentage) _____ %</b>		

<b>Mobile Home Measures</b>		
Install new mobile home door including lockset, caulking, weather stripping interior and exterior trim. (ea)		\$
Install new mobile home combo door including lockset, caulking, weather stripping, interior and exterior trim (ea)		\$
Install new water heater access door (ea)		\$
Mobile home window replacement (no jalousies) (ea)		\$
Replace window crank handle (ea)		\$
New metal drip cap for door or window (ea)		\$
Insulate belly/ floor with R-19 fiberglass (per sq ft)		\$
Replace or repair rodent barrier (per sq ft)		\$
Seal ductwork with approved butyl backed foil tape or mastic (lin ft)		\$
Seal or repair floor register boots at floor and duct use mastic or pre-approved butyl backed tape (per register)		\$
Seal and insulate end of trunk line using pre-approved tape (ea)		\$
Insider storms up to 30"x40" (ea)		\$



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March 5, 2010 @ 4:00 PM

**PRICE PROPOSAL SHEET**

**Pricing:**

All prices should be based on materials and supplies.

Insider storms over 30"X40" (ea)	\$
Install window/ door casing (per lin ft)	\$
Check fit and free mobile home doors (ea)	\$
Sweep/ clean mobile home roof and apply Cool-Seal roof coating (per sq ft)	\$
<b>Contractors mark-up for materials &amp; supplies (percentage) _____%</b>	

<b>Additional Miscellaneous Items</b>	
Install electrical outlet or switch gaskets (ea)	\$
Install pipe wrap any size (per lin ft)	\$
Water heater insulation kit installation	\$
Install battery operated smoke detectors equipped with "Hush" button (ea)	\$
Install dryer vent complete (both vent cover and pipe) (ea)	\$
Replace dryer vent cover only, equipped with back draft preventer (ea)	\$
Replace dryer vent pipe under 8 feet -aluminum flex duct (ea) UL approved	\$
Replace dryer vent pipe 8 to 15 feet in length using four inch sheet metal, required (ea)	\$
Each foot past 15 feet of dryer vent (sheet metal required) (per lin ft)	\$
Replace standard thermostat	\$
Replace setback thermostat with new thermostat, must have two setback periods (ie. Mon-Fri and Sat-Sun), and include four setback times per period	\$
Installation of compact fluorescent light (CFL) (ea)	\$
Refrigerator & freezers (one unit; do not include freezer only units) Standard refrigerator dimensions are: height - 55-69width - 24-36depth - 26-33. Between 8 to 25 cubic feet each unit	\$
<b>Contractors mark-up for materials &amp; supplies (percentage) _____%</b>	

<b>Labor per hour</b>	
Weatherization Worker (Min. \$7.50 per hour)	\$
Doors & Windows Replacement Worker (Min. \$9.00 per hour)	\$
HVAC, Heating & Cooling, Repair, Installation, Replacement Worker (Min. \$12.00 per hour)	\$
Carpenter (Min. \$7.25 per hour)	\$
Electrician (Min. \$8.30 per hour)	\$
Plumber (Min. \$8.20 per hour)	\$

Definition for "Contractors mark-up %": Contractor's percentage "**profit**" that is added to materials and supplies cost.

Submitted,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date